

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
NOVEMBER 12, 2013**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on Tuesday, the 12th day of November, 2013. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
Amy G. Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.
Lawrence T. Oden, Mayor

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and City Clerk Steven Boone.

1. AGENDA

1. Ms. Ivey Brown addressed the City Council regarding a limited sight visibility issue at the intersection of Montevallo Road and Montevallo Park Place.

The members of the City Council expressed general opposition to installing a stop sign on Montevallo Road as it represents a major thoroughfare of the City. They also expressed general opposition to conducting a formal traffic study. Also, discussed was the installation of a sidewalk and/or pedestrian crossing signal.

With respect to sidewalks, the members of the City Council stated that such sidewalks are generally considered with the stipulation that the affected residents pay for the construction materials. The City Manager will have Public Works prepare an estimate of the cost of such construction materials for the residents' benefit. The notion of a pedestrian crossing signal was not viewed favorably by the members of the City Council.

The Police Department was instructed to conduct a more thorough review and report back to the City Council.

2. Steven Gay of the Public Works Department discussed the City's plans to convert the village lighting to more energy efficient LED bulbs (the first phase of which is included in the fiscal 2014 budget).

Before proceeding, the City shall meet with a representative of Phillips [lighting] regarding its program whereby the conversion cost is paid by way of installment payments based on the energy savings (i.e., initial/conversion costs are deferred).

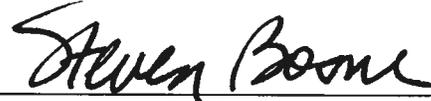
The lighting conversion shall be performed in the villages first to determine the effect on lighting levels and aesthetics before moving onto the lights in residential areas of the City.

3. Stop sign request at the Fairmont Drive and Lorena Lane intersection.

Notices are to be mailed to area residents and this matter will be considered again at the next meeting of the City Council.

2. EXECUTIVE SESSION

There being no further business to come before the City Council, it was moved by Council member Vogtle that the City Council convene in executive session to discuss a matter involving real estate negotiation. The motion was seconded by Council member Carter. The City Attorney certified that the subject of said executive session was allowed pursuant to the Open Meetings Act. President Smith then asked that the members of the audience be excused and that the City Council will reconvene for its schedule business meeting in the Council Chamber at approximately 7 p.m.



Steven Boone, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
NOVEMBER 12, 2013**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Tuesday, the 12th day of November, 2013. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
Amy G. Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.
Lawrence T. Oden, Mayor

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and City Clerk Steven Boone.

The City Council President stated that a quorum was present and that the meeting was open for the transaction of business.

1. RECOGNITION OF GUESTS

Council President Smith recognized Boy Scouts William Hereford III, Hunt Cochrane [and others] of Troop 28 in attendance to satisfy the requirements for the Citizenship in Community merit badge.

2. AGENDA

Council President Smith announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

Approval of the minutes of the October 28, 2013 meeting of the City Council.

2013-162	Declare certain property surplus and authorize its sale at public Internet auction.	Exhibit 1
2013-163	Recommend to the ABC Board the issuance of an 040 – Retail Beer (On or Off Premises) and an 60 – Retail Table Wine (On or Off Premises) licenses to Delizioso, LLC (trade name Delicios) located at 3150 Overton Road.	Exhibit 2, Appendix 1
2013-164	Award the police department uniform bid.	Exhibit 3, Appendix 2
	Authorize the execution of the following service agreements:	
2013-166	<ul style="list-style-type: none"> • Alabama Symphonic Association 	Exhibit 4, Appendix 3
2013-167	<ul style="list-style-type: none"> • Birmingham Botanical Society 	Exhibit 5, Appendix 4
2013-168	<ul style="list-style-type: none"> • Birmingham Museum of Art 	Exhibit 6, Appendix 5
2013-169	<ul style="list-style-type: none"> • Alabama Veterans' Memorial Foundation 	Exhibit 7, Appendix 6
2013-170	<ul style="list-style-type: none"> • Jefferson County Historical Commission 	Exhibit 8, Appendix 7
2013-171	<ul style="list-style-type: none"> • Exceptional Foundation 	Exhibit 9, Appendix 8

2013-172	• Birmingham Zoo	Exhibit 10, Appendix 9
2013-173	Authorize the appropriation of two thousand one hundred dollars (\$2,100) to the Jefferson-Blount-St. Clair Mental Health Authority in consideration of its commitment to provide mental health programs, activities, and services to residents of the City of Mountain Brook, Alabama for the fiscal year ending September 30, 2014.	Exhibit 11, Appendix 10

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and their immediate adoption was moved by Council member Pritchard. The minutes and resolutions were then considered by the City Council. Council member Vogtle seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
Amy G. Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (nos. 2013-162 through 164 and nos. 2013-166 through 173) are adopted by a vote of 5—0.

3. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1898) AMENDING THE CAHABA VILLAGE MASTER DEVELOPMENT PLAN (TO PROVIDE FOR ADDITIONAL SURFACE PARKING (EXHIBIT 12, APPENDIX 11))

Council President Smith opened the public hearing, introduced the ordinance in writing, and invited comments and questions from the audience.

There being no discussion or comments, Council member Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent for the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Vogtle and was carried, as follows:

Ayes: Virginia C. Smith, Council President
Amy Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.

Nays: None

The President of the Council declared the motion carried by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council member Pritchard moved for the adoption of said ordinance. The motion was seconded by Council member Vogtle. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
Amy Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.

The President of the Council declared that the ordinance (No. 1898) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. PUBLIC HEARING: A RESOLUTION (NO. 2013-165) TO CONSIDER REVOKING THE BUSINESS LICENSE ISSUED TO MS. REGINA POWERS (DBA\STEAKHOUSE SUPPLY) (EXHIBIT 13, APPENDIX 12)

Council President Smith opened the public hearing, and invited Mr. Boone to make comments regarding the matter.

Mr. Boone:

- The business license issued to Ms. Powers included the delivery of meat products to her customers. The licensee was expressly instructed that door-to-door solicitations in the City were prohibited under the business license issued.
- The City has received numerous complaints from residents about door-to-door solicitations.
- The Police Department has encountered representatives of the licensee on numerous occasions [by chance and in response to complaints] engaged in door-to-door solicitations.
- Written and verbal warnings have been issued to the licensee by the City's Revenue Examiner on several occasions regarding business license violations.
- Written notice of this public hearing was delivered to the licensee in accordance with City Code Section 26-223. [Ms. Powers was not present for the hearing].
- It is the recommendation of the City Clerk that the business license be revoked for Ms. Powers' willful and repeated violations of the City's business license code.

There being no further discussion or comments, Council member Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said resolution be suspended, and that unanimous consent for the immediate consideration of said resolution be given and that the reading of the resolution at length be waived. The motion was seconded by Council member Vogtle and was carried, as follows:

Ayes: Virginia C. Smith, Council President
Amy Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.

Nays: None

The President of the Council declared the motion carried by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council member Pritchard moved for the adoption of said resolution. The motion was seconded by Council member Vogtle. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
Amy Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.

The President of the Council declared that the resolution (No. 2013-165) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

5. CONSIDERATION OF AN ORDINANCE (NO. 1897) AUTHORIZING THE PLACEMENT OF A STOP SIGN ON MONTEVALLO PARK PLACE AT ITS INTERSECTION WITH MONTEVALLO ROAD. (EXHIBIT 14, APPENDIX 13)

Council President Smith introduced the ordinance in writing and invited comments and questions from the audience. There being no discussion or comments, Council member Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Vogtle and was carried, as follows:

Ayes: Virginia C. Smith, Council President
 Amy G. Carter, Council President Pro Tempore
 Jack D. Carl
 Amy G. Carter
 William S. Pritchard, III
 Jesse S. Vogtle, Jr.,

Nays: None

The President of the Council declared the motion carried by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council member Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council member Vogtle. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
 Amy G. Carter, Council President Pro Tempore
 Jack D. Carl
 Amy G. Carter
 William S. Pritchard, III
 Jesse S. Vogtle, Jr.,

Nays: None

The President of the Council declared that the ordinance (No. 1897) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

6. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1899) AMENDING CHAPTER 129 OF THE CITY CODE BY ADDING A NEW "VINE STREET TRANSITIONAL" ZONING DISTRICT AND AMENDING THE ARTICLE XXXI (VILLAGE OVERLAY STANDARDS) AND SECTION 129-416 (ADVISORY DESIGN REVIEW REQUIRED IN THE VILLAGES OF MOUNTAIN BROOK). (EXHIBIT 15, APPENDIX 14)

Council President Smith opened the public hearing, introduced the ordinance in writing, and invited comments and questions from the audience.

There being no discussion or comments, Council member Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent for the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Vogtle and was carried, as follows:

Ayes: Virginia C. Smith, Council President
 Amy Carter, Council President Pro Tempore
 Jack D. Carl
 William S. Pritchard III

Jesse S. Vogtle, Jr.

Nays: None

The President of the Council declared the motion carried by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council member Pritchard moved for the adoption of said ordinance. The motion was seconded by Council member Vogtle. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
Amy Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.

The President of the Council declared that the ordinance (No. 1899) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

7. ANNOUNCEMENT REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL.

Council President Smith announced that the next regular meeting of the City Council will be November 25, 2013, at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City’s web site (www.mtnbrook.org) for more information.

8. ADJOURNMENT

There being no further business to come before the City Council at this time, Council President Smith adjourned the meeting.



Steven Boone, City Clerk

EXHIBIT 1

RESOLUTION NO. 2013-162

A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL OF CERTAIN SURPLUS PROPERTY

WHEREAS, the City of Mountain Brook, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, as follows:

Section 1. It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

Count	Description	Model	Description
1	3COM 10/100 16 port switch	3C16470	SN: LUNZQ6H0054516

Count	Description	Model	Description
2	Adtran atlas 550 router. Configured for use in a fram relay environment. Unit comes with 1 T1 network module, 1 QUAD T1/PRI module, and 2 OCTAL FXO modules for connecting phones lines.	1200305LI	SN: DAMAKH0ERA
3	3 Allied Telesyn Switches. 2 ATFS 716 10/100MB 16 port switches	I0072287D and L16Z417OC, and 1 ATFS724L 10/100MB 24 port switch PN: ATFS724	SN: A01936L041000
4	Cisco 1841 router	2461B	SN: 5B1OSoB0063
5	Cymphonix DC30 Network Composer	DC30	SN: 083427G1035
6	Howard brand laptop. 17"screen,wifi,100meg network card, 80GB hard drive.	ITW3M000605	SN: TW3TFCCLB549056F
7	HP OfficeJet J5780 ALL-IN-ONE printer/scanner/copier/fax machine.	Q8244a-002	SN: CN77GCW1Q2
8	HP 6210 all-in-one printer/fax/copier.	Q5800A	SN: CN55BDE1TZ
9	HP Officejet Pro 8500 ALL-IN-ONE printer/scanner/copier/fax machine.	CB022-64001	SN: MY91F220WK
10	HP Pavilion Laptop Model N5420.	F2404	SN: TW124000678.
11	9 Flat screen and 1 tubed monitors.		
12	3 HP desktop PC's		SN: 2UA78303, 2UA7370GDS, 2UA60307X1
13	3 Dell desktop PC's		W46LB1, 4B7XNB1, BZVM1B1
14	1 Dell server		SN: GKTGBB1
15	42" Samsung plasma display. Comes with tabletop stand and wall mount and remote control.	SP-R4232	SN: 39FY
16	SonicWall brand Firewall.	Pro 3060	SN: 0006B-1DEECA8
17	Sony Vaio laptop. Unit will not power up.	PCG-72GL	SN: 28241230

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell the above property by way of public Internet auction or to otherwise dispose of such property that does not sell at said auction.

EXHIBIT 2

RESOLUTION NO. 2013-163

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 040 – Retail Beer (On or Off Premises) license and a 060 – Retail Table Wine (On or Off Premises) license to Delizioso, LLC, doing business as Delicios, located at 3150 Overton Road, Mountain Brook, AL 35223.

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to forward a copy of this resolution to the State of Alabama, Alcoholic Beverage Control Board.

APPENDIX 1

EXHIBIT 3

RESOLUTION NO. 2013-164

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the Police Department uniform bid submitted by Municipal and Commercial Uniforms and Equipment (MAC Uniforms), having been determined to be in conformance with the expressed specifications and to be the best bid received, is hereby accepted.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager is hereby authorized and directed, for and on behalf of the City, to issue a purchase order to MAC Uniforms and to execute any other documents that may be determined to be necessary with respect to said uniform purchases.

APPENDIX 2

EXHIBIT 4

RESOLUTION NO. 2013-166

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Alabama Symphonic Association subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

APPENDIX 3

EXHIBIT 5

RESOLUTION NO. 2012-167

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Birmingham Botanical Society subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

APPENDIX 4

EXHIBIT 6

RESOLUTION NO. 2013-168

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Birmingham Museum of Art subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

APPENDIX 5

EXHIBIT 7**RESOLUTION NO. 2013-169**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into an agreement with the Alabama Veterans' Memorial Foundation, in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

APPENDIX 6

EXHIBIT 8**RESOLUTION NO. 2013-170**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into an agreement with the Jefferson County Historical Commission, in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

APPENDIX 7

EXHIBIT 9**RESOLUTION NO. 2013-171**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Exceptional Foundation, subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

APPENDIX 8

EXHIBIT 10**RESOLUTION NO. 2013-172**

WHEREAS, the Birmingham Zoo ("Zoo") is a regional educational and entertainment attraction located adjacent to the municipal limits of the City of Mountain Brook ("City"); and

WHEREAS, the Zoo serves the Mountain Brook community and its citizens through educational and informational programs, offering educational and family entertainment options, and through its cooperation in the City's recent flood control efforts; and

WHEREAS, the City, as a community partner, supports the mission and purpose of the Zoo, and has provided financial commitments to the Zoo as a result of the Zoo's commitments and service to the City; and

WHEREAS, the City Council of the City of Mountain Brook wishes to extend those financial commitments to the Zoo for an additional year, all as set forth in the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook that the City's financial commitments to the Zoo shall be and hereby is extended for an additional year as set forth in the attached Agreement.

BE IT FURTHER RESOLVED that the commitments between the parties expressed in the Agreement are deemed to be fair and adequate and serve a public purpose, and the Mayor is hereby authorized to execute the Agreement on behalf of the City.

APPENDIX 9

EXHIBIT 11

RESOLUTION NO. 2013-173

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into an agreement with the Jefferson-Blount-St. Clair Mental Health Authority, in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

APPENDIX 10

EXHIBIT 12

ORDINANCE NO. 1898

AN ORDINANCE TO AMEND THE CAHABA VILLAGE MASTER DEVELOPMENT PLAN TO CONSTRUCT ADDITIONAL SURFACE PARKING

BE IT ORDAINED by the City Council of the City of the City of Mountain Brook, Alabama, as follows:

Section 1. Development Standards. The Master Development Plan and the materials submitted by the applicant, as required by Section 129-234 of the Mountain Brook City Code, as approved upon the adoption of Ordinance 1642, and amended by Ordinances 1757 and 1792, are hereby amended to include the changes set forth in the Amended Master Development Plan Application, dated October 3, 2013, which is approved herewith, made a part hereof, and specifically incorporated herein by reference, said Plan and materials constituting regulatory standards for use of the subject property, subject to further modification only as provided for in Article XIV, Chapter 129 of the Mountain Brook City Code.

Section 2. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama, that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

Section 3. Severability. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Section 4. Effective Date. This ordinance shall become effective immediately upon adoption and publication as provided by law.

APPENDIX 11

EXHIBIT 13**RESOLUTION NO. 2013-165**

WHEREAS, Regina Powers (dba\Steakhouse Supply) has willfully violated the City's business license ordinance and the expressed conditions upon which her frozen food delivery service Mountain Brook business license (No. 201303909) was issued; and

WHEREAS, pursuant to Section 26-223 of the Mountain Brook City Code, the City Council issued proper notice of and conducted a hearing this 12th day of November, 2013, to consider the revocation of said business license; and

WHEREAS, after due consideration of the facts and information regarding the business license code violations, it is the finding of the Mountain Brook City Council that it is in the best interest of the public that said business license be revoked; now, therefore,

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Clerk hereby authorizes and directs the City Clerk, for and on behalf of the City, to revoke the aforementioned business license effective immediately.

APPENDIX 12**EXHIBIT 14****ORDINANCE NO. 1897**

AN ORDINANCE TO PROVIDE FOR A STOP SIGN ON MONTEVALLO PARK PLACE AT ITS INTERSECTION WITH MONTEVALLO ROAD AND TO PROVIDE FOR PUNISHMENT THEREOF

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, as follows:

Section 1. It shall be unlawful for the driver of any vehicle to cause or allow such vehicle traveling in a southerly direction on Montevallo Park Place to enter its intersection with Montevallo Road when there is standing at such intersection a "Stop" sign facing in the direction of such driver without having first brought such vehicle to a complete stop within ten (10) feet of said intersection.

Section 2. Any person violating the provisions of this ordinance shall be punished by a fine not to exceed \$500.00, or by imprisonment not to exceed 180 days, or both.

Section 3. All ordinances or portions of ordinances conflicting with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective when published as required by law.

APPENDIX 13

EXHIBIT 15**ORDINANCE NO. 1899**

AN ORDINANCE AMENDING SECTIONS 129-551, 129-552, 129-553 AND 129-416 OF THE CITY CODE ALL INVOLVING THE ADDITION OF THE VINE STREET TRANSITIONAL DISTRICT ZONING CLASSIFICATION TO THE ZONING CODE OF THE CITY OF MOUNTAIN BROOK

WHEREAS, it is the desire of the City Council of the City of Mountain Brook, Alabama, to amend certain sections of the City's zoning code;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mountain Brook the following:

SECTION 1. Chapter 129 of the City Code is amended to include the following new sections:

“ARTICLE _____ - VINE STREET TRANSITIONAL (VST) DISTRICT

Sec. 129-___ - Intent and Purpose.

The Vine Street Transitional (VST) District is intended to provide compact, appropriate-scaled buildings along the west side of Vine Street in Crestline Village for detached single family, attached single family (townhouse dwelling), professional and business offices and mixed use (residential above office). The district may be applied to sites which can establish an effective transition from the Local Business District in Crestline Village to adjacent residential neighborhoods and the Crestline Elementary School site. The district is intended to provide a high degree of pedestrian connectivity within Crestline Village to increase accessibility and patronage of businesses, and to enhance the pedestrian character of Crestline Village.

The Vine Street Transitional (VST) District is also intended to emphasize lot frontages, and the orientation, location, and façade design of the buildings, as a key determinant of development that is transitionally compatible with the neighboring Local Business, Residence-A, Residence-C and Recreation Districts, and a key element in shaping the transitional character and streetscape of Vine Street in Crestline Village.

The VST District may be applied to those properties abutting the west side of Vine Street in Crestline Village, as that Village is defined by reference to the Village Boundary Line for Crestline Village in Section 129-557 of the City Code.

Sec. 129-___ - Permitted uses.

The uses permitted in the Vine Street Transitional District shall be as follows:

- (a) Detached single family dwellings;
- (b) Attached single family dwellings (townhouse dwelling units);
- (c) Professional offices;
- (d) Business offices;
- (e) Mixed use, with residential uses above office uses;
- (f) The uses in any of the above permitted uses may be condominium units;
- (g) Accessory structures and accessory buildings customarily incidental to the above

permitted uses.

Sec. 129-___ -- Area and Dimensional Requirements.

(a) *Minimum dimensions of parcel.*

- (1) Minimum area of parcel ... 7,500 square feet
- (2) Minimum width of parcel at all points between the street line and the front setback line ... 50 feet
- (3) Minimum number of feet of the parcel which must abut a street ... 50 feet

(b) *Minimum yards and building setbacks.*

- (1) Minimum front (primary) yard setback... 5 feet
- (2) Minimum front (secondary) yard setback... 8 feet
- (3) Minimum rear yard setback5 feet
- (4) Minimum side yard setback
0 feet if party wall;
5 feet for end units, or a detached single family dwelling.
- (5) An enhanced primary entrance feature may extend up to 5 feet beyond the permitted and constructed front building line of the building provided that:
 - a. It occupies no more that 30% of the front façade (primary or secondary) of the lot;
 - b. It remains unenclosed, with no fixed windows or screens;
 - c. Any roof structure on or associated with the feature is up to one and one-half stories;
 - d. It is designed as an extension of the primary building using the same foundation, building materials, architectural styles and ornamentation as the primary building.

The front lot line shall be deemed to be the edge of the adjacent public right-of-way, or the edge of the adjacent sidewalk which is nearest the building, whichever is farther from the centerline of the such right-of-way.

(c) *Building limitations.*

- (1) Maximum building area ...

For detached single family dwellings: 60% of the total area of the parcel, reduced by additional Open Space required by Section 129-554 for residential uses.

For attached single family dwellings (townhouse dwellings): 80% of the total area of the parcel, reduced by additional Open Space required by Section 129-554 for residential uses.

For office and mixed use: 80% of the total area of the parcel, reduced by additional Open Space required by Section 129-554 for residential uses.

- (2) Maximum building height ... 36 feet

At any and all points, the maximum external building height shall be measured from the existing grade of the sidewalk at the lot frontage, or the proposed grade at the front building line, whichever is lower.

- (3) Maximum number of stories ... none
- (4) Maximum allowable density ... One dwelling unit per 2,500 square feet of land contained in the parcel

- (5) All rooftop equipment shall fall within the permissible roof heights, be located away from slopes or areas exposed to the public street, and otherwise be screened from view from adjacent public streets or be incorporated into the skin of the building or internal to the block.

Sec. 129-___ - Off-Street Parking.

- (1) Location of parking must be in accordance with Section 129-555 of the Village Overlay Standards.
- (2) Minimum off-street parking per dwelling unit: Two spaces.
- (3) Visitor and accessory parking for 2 or more attached single family dwellings; shall be one-half parking space per unit;
- (4) Surface parking, interior parking or parking structures for the dwelling units and for visitor or accessory parking shall meet the parking design and vehicle access limitations of Section 129-555 of the Village Overlay Standards.

Sec. 129-___ . - Additional requirements.

(a) *Compliance with Village Overlay Standards.* All uses allowed in the VST District are excluded from the building type specifications in Section 129-553 of the Village Overlay Standards, but must otherwise conform to the remainder of the Village Overlay Standards in its entirety.

(b) *Exterior lighting.* If artificial illumination is provided for a parking area, it shall be arranged so as to shine and reflect away from any adjacent residential areas and away from any streets adjacent to or near the parcel. No lighting fixtures used for any parking area shall be elevated more than 14 feet above the ground, except for a light which is installed on the ceiling of a porch of a dwelling unit and is designed to illuminate only such porch. Each lighting fixture shall be designed and installed so as to direct its beam of light below the horizontal plane of such lighting fixture.”

Sec. 129-___ . - Master Development Plan.

Each application for Vine Street Transitional Zoning shall be accompanied by a Master Development Plan. The Master Development Plan shall contain the following information, in addition to the general requirements for a zoning amendment found in Article XXV of the City’s Zoning Ordinance:

- A. Written documentation, including:
 - (a) A legal description and confirmation of current zoning of the subject property.
 - (b) The names and addresses of the applicant and owner of the property.
 - i. If a corporation, the principal officers and members of the Board of Directors must be provided.
 - ii. If a partnership or limited liability company, general and managing partners must be provided.
- (a) A statement of development objectives to be achieved through the particular approach proposed by the applicant, including a detailed description of the character of the proposed development and its relationship to surrounding areas.
- (b) The substance of covenants, easements, and other restrictions that will be imposed on the use of the subject property, structures, and other improvements.
- (c) A statement describing how the proposed development will meet the objectives of the district and how it will minimize the impact of increased densities, both within the zone and for surrounding properties, and otherwise offset increased density.

- (d) A written description of all efforts made to contact and discuss with neighboring residential property owners the proposed development, along with a general statement of neighborhood concerns and proposed actions to address said concerns.
- B. A site plan, which shall include the following items, either on the site plan or on an accompanying document.
 - (a) North arrow, scale, size, boundary lines, and dimensions of the subject property;
 - (b) Means of access to and from the development, including a delineation as to how said access is to be provided (e.g., identification of easements, etc.);
 - (c) The areas to be devoted to each use if multiple uses are proposed;
 - (d) The location, size, and character of any common spaces and improvements identifying the nature and type of material for such improvements, if applicable;
 - (e) Streets, driveways, and sidewalks;
 - (f) A grading plan identifying existing and proposed contours;
 - (g) A general landscape and buffer plan identifying the nature and type of materials proposed to be utilized;
 - (h) An exterior lighting plan;
 - (i) A preliminary drainage plan that indicates the location of proposed detention areas;
 - (j) Location and identification of all utilities, easements, and fire hydrants;
 - (k) General location of structures and the minimum floor area, height, and number of floors to be proposed in each dwelling;
 - (l) A rendering generally describing the conceptual character of the development and of individual structures, including examples of architectural styles and types of building materials to be utilized;
 - (m) Building setbacks from the boundaries of all property lines, proposed lot lines, public and private streets, and other buildings;
 - (n) The number, location, and size of all parking spaces and the locations thereof relative to the streets and driveways that provide access to and from the development; and
 - (o) Description of all paving materials for private improvements.

Sec. 129-____. - Review and approval process.

- a. Application process and preliminary conference.
 - i. Except as provided to the contrary in this ordinance, applications for zoning or rezoning property to the Vine Street Transitional (VST) classification shall follow the application procedures established for all zoning or rezoning applications.
 - ii. At least thirty (30) days prior to the first public meeting at which the proposed rezoning is to be considered, the applicant shall meet with the City's zoning officer to review the application and Master Development Plan and to discuss any revisions thereto that would, in the view of the zoning officer, bring the plan into conformity with applicable city codes and ordinances, including the zoning ordinance, and which would better meet the objectives of this ordinance.

- iii. Following the aforementioned meeting and any revision to the plan agreed to as a result thereof, the application shall be set for consideration by the Planning Commission at the earliest practicable date, taking into account any notice and hearing requirements that must be met in connection therewith.
- b. *Review by Planning Commission.* The approval process shall comply both with procedures set forth in Article XXV of this chapter for a zoning amendment and any additional procedure required by this Article. After submission of a Master Development Plan by the applicant, the proposed Vine Street Transitional (VST) Zoning proposal shall be placed on an agenda of the Planning Commission for consideration. The Planning Commission shall hold a public hearing on the Vine Street Transitional Application and make a recommendation to the City Council thereupon in accordance with Article XXV, Section 19-25-1, of the Mountain Brook City Code. The Commission may consider all factors allowed by law in making its recommendation and should specifically consider the compatibility of the project with surrounding property, the impact of the project on surrounding uses, the conformity of the project with the objectives of the City's Master Plan, and the purposes of the Vine Street Transitional District.
- c. *Review by and Final Action by the City Council.* Following action on the rezoning application by the Planning Commission, the Commission shall forward its recommendation and any accompanying report on the application to the City Council, along with the proposed Master Development Plan and any related documents. After providing notice of the proposed rezoning and a public hearing thereupon in the manner provided by the City Code and by applicable law, the City Council may approve the rezoning request (with accompanying master plan) as submitted, approve the rezoning request conditionally, amend and approve the rezoning request, or deny the rezoning request. In reviewing and acting on the rezoning request, the City Council may consider any factor permitted by law, and specifically the compatibility of the project with surrounding property, the impact of the project on surrounding uses, the conformity of the project with the City's master plan, and the purposes of the Vine Street Transitional District. In approving any application for Vine Street Transitional Zoning, the City Council may impose such terms, conditions, restrictions, or limitations as it deems reasonable, appropriate, and necessary to meet the objectives of this ordinance or to protect and promote the health, safety, and welfare of the City of Mountain Brook.
- d. *Binding Effect of Approved Master Development Plan.* The Master Development Plan that is required to be submitted with an application for zoning or rezoning shall be deemed an integral and essential element of any zoning or rezoning approved hereunder; and the plan, if and as modified and approved by the City Council, shall be binding on the property and any subsequent development thereof unless and until the property is subsequently rezoned or modified in the manner prescribed by law; provided, however, that in order to accommodate such minor adjustments to the approved Master Development Plan as may be required by engineering or other circumstances unforeseen at the time of its approval by the City Council, the City's zoning officer is authorized to approve alterations to the Master Development Plan which, in his opinion, are incidental or minor in scope, and which maintain the intent and character of the approved Master Development Plan; further provided that, as an overlay district, approval of a Vine Street Transitional Zoning classification shall not preclude use or development of property that is permitted under its underlying zoning classification.

SECTION 2. Section 129-551(b) of the City Code is hereby amended as follows:

“(b) *General Applicability.* The Village Overlay Standards supplement the standards of the current Base Zoning District of each parcel to the extent that the standards herein do not conflict with the standards in the base zoning district. To the extent that the standards set forth in the Base Zoning District conflict or are inconsistent with the standards herein, the standards set forth in this Article shall apply; all uses allowed on lots in the Base Zoning District “Vine Street Transitional (VST) District” shall be exempt from the Building Type

Specifications of the Village Overlay Standards. The standards in this section are applicable to the following Base Zoning Districts which exist in the Villages:

- (1) Local Business;
- (2) Professional;
- (3) Mixed Use;
- (4) Vine Street Transitional; and
- (5) Any residential zoning districts that exist in the Village boundaries.”

SECTION 3. Section 129-551(c) of the City Code is hereby amended as follows:

“(c) *Specific Applicability.* The Village Overlay Standards address building types, building heights, building form and orientation (relationship to streets and open spaces), and are specifically applicable to the following areas:

- (1) Crestline Village (except for lots zoned Vine Street Transitional (VST) District), as indicated on the attached Building and Development Regulating Plan for Crestline Village;
- (2) English Village, as indicated on the attached Building and Development Regulating Plan for English Village;
- (3) Mountain Brook Village, as indicated on the attached Building and Development Regulating Plan for Mountain Brook Village;
- (4) Overton Village, as indicated on the attached Building and Development Regulating Plan for Overton Village.

The boundaries officially approved for the Village Overlay Standards, as specified above, are adopted herein by reference, and shall become a part of Official Zoning Map of Mountain Brook as defined in Section 129-17 of the Zoning Ordinance.”

SECTION 4. Section 129-551(d) of the City Code is hereby amended as follows:

“(d) Building and Development Regulating Plans. The Building and Development Regulating Plans for Crestline Village (except for lots zoned Vine Street Transitional (VST) District), English Village, Mountain Brook Village and Overton Village are attached hereto, included within, and made a part of these Village Overlay Standards, and apply in all areas identified thereupon.”

SECTION 5. Section 129-552 of the City Code is hereby amended as follows:

“(d) *Vine Street Transitional District Uses.* There is no specified building type for uses on lots zoned Vine Street Transitional District in the Village Overlay area; proposed building plans are subject to review by the Planning Commission and Village Design Review Committee for compliance with the VST District regulations, the Village Master Plan, the Design Guidelines and intent and purposes of the base zoning district and this Article.”

SECTION 6. Section 129-553(b) of the City Code is hereby amended as follows:

“(b) *Standards.* Permitted building types shall meet the following building standards, which standards shall control over any conflicting standard of the Base Zoning District (with the exception of any permitted use on lots zoned Vine Street Transitional (VST) District):”

SECTION 7. Section 129-553 of the City Code is hereby amended/corrected as follows:

1. The reference to "Section 19-31-4" (See "Maximum % of Lot Coverage (building footprint)-CD129:89) is hereby changed to "Section 129-554".
2. The reference to "Section 19-31-5(d) (See Site Access – Vehicles-CD129:89) is hereby changed to "Section 129-555(d)".
3. The reference to "Section 19-31-5" (See Legend [1]-CD129:91) is hereby changed to "Section 129-555".
4. The reference to "Section 19-31-4" (See "Maximum % of Lot Coverage (building footprint)-CD129:92) is hereby changed to "Section 129-554".
5. The reference to "Section 19-31-5(d) (See Site Access – Vehicles-CD129:92) is hereby changed to "Section 129-555(d)".
6. The reference to "Section 19-31-5" (See Legend [1]-CD129:94) is hereby changed to "Section 129-555".
7. The reference to "Section 19-31-4" (See "Maximum % of Lot Coverage (building footprint)-CD129:95) is hereby changed to "Section 129-554".
8. The reference to "Section 19-31-5(d) (See Site Access – Vehicles-CD129:95) is hereby changed to "Section 129-555(d)".
9. The reference to "Section 19-31-5" (See Legend [1]-CD129:97) is hereby changed to "Section 129-555".
10. The reference to "Section 19-31-4" (See "Maximum % of Lot Coverage (building footprint)-CD129:98) is hereby changed to "Section 129-554".
11. The reference to "Section 19-31-5(d) (See Site Access – Vehicles-CD129:98) is hereby changed to "Section 129-555(d)".
12. The reference to "Section 19-31-5" (See Legend [1]-CD129:100) is hereby changed to "Section 129-555".

SECTION 8. Section 129-416(a) of the City Code is repealed and replaced with the following:

"Sec. 129-416. Advisory design review required in the Villages of Mountain Brook.

The Villages of Mountain Brook, for purposes of this section, are composed of those properties located within the "Village Boundary Line" shown on the Village Maps found in Section 129-557 of the City Code. ~~and defined as, the Local Business Districts of the City of Mountain Brook, plus those Mixed Use, Office Park, Professional, and Residential Infill Districts which are contiguous to and/or within one mile of the boundary of such Local Business Districts ("villages).~~

APPENDIX 14



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
 Confirmation Number: 20131031101427672



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
 Confirmation Number: 20131031101427672



Type License: 040 - RETAIL BEER (ON OR OFF PREMISES) State: \$160.00 County: \$75.00
 Type License: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES) State: \$160.00 County: \$75.00
 Trade Name: DELICIOSO Filing Fee: \$100.00
 Applicant: DELIZIOSO LLC Transfer Fee:
 Location Address: 3150 OVERTON RD MOUNTAIN BROOK, AL 35223
 Mailing Address: 15 OFFICE PARK CIRCLE, SUITE 140 BIRMINGHAM, AL 35223
 County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:
 Sale of Products Containing Ephedrine: NO Type Ownership: LLC
 Book, Page, or Document Info: LR201318 17517 Do you sell Draft Beer: N
 Date Incorporated: 10/02/2013 State incorporated: AL County Incorporated: JEFFERSON
 Date of Authority: 10/02/2013 Alabama State Sales Tax ID: R008808210

Name:	Title:	Date and Place of Birth:	Residence Address:
CHARLES MICHAEL MAYBOS 5203023 - AL	MEMBER	03/12/1968 BIRMINGHAM, AL	2314 BROOK MANOR DR BIRMINGHAM, AL 35223
THOMAS GREGORY BRADDOCK 6607205 - AL	MEMBER	1/17/1963 SAN DIEGO, CA	5132 WEATHERFORD DR BIRMINGHAM, AL 35242
MACON WILSON TAYLOR 5519123 - AL	MEMBER	02/29/1971 DECATUR, AL	3340 BANDONURY RD MOUNTAIN BROOK, AL 35223

Has applicant complied with financial responsibility ABC RR 20-X-5-14? YES
 Does ABC have any actions pending against the current licensee? NO
 Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
 Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
 Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
 Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of cooperation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
 Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
 Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: MAC TAYLOR Home Phone: 205-222-1879
 Business Phone: 205-414-1000 Cell Phone: 205-789-7131
 Fax: 205-414-1002 E-mail: MAC.TAYLOR38@GMAIL.COM

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
 Trade Name: STEEL DRUM GRILL License 1: 010119737
 Applicant: JMP FOODS LLC License 2:

Initial each **Signature page**

In reference to law violations, I attest to the truthfulness of the responses given within the application.
 In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
 In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
 In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
 In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
 In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
 In accordance with Alabama Rules & Regulations 20-X-5-01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
 The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.
 The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violates any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.
 Applicant Name (print): Mac Taylor
 Signature of Applicant: *Mac Taylor*
 Notary Name (print): Valencio Johnson
 Notary Signature: *Valencio Johnson* Commission expires: 1-4-14
 Application Taken: 10-3-13 App. Inv. Completed: Forwarded to District Office:
 Submitted to Local Government: Received from Local Government:
 Received in District Office: Reviewed by Supervisor: Forwarded to Central Office:

APPENDIX 1



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
 Confirmation Number: 20131031101427672



If applicant is leasing the property, is a copy of the lease agreement attached? YES
 Name of Property owner/lessor and phone number: OVERTON ROAD PARTNERSHIP LLC 205-803-3000
 What is lessors primary business? REAL ESTATE
 Is lessor involved in any way with the alcoholic beverage business? NO
 Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
 Is the business used to habitually and principally provide food to the public? YES
 Does the establishment have restroom facilities? YES
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
 Building Dimensions Square Footage: 1200 Display Square Footage:
 Building seating capacity: 60 Does Licensed premises include a patio area? YES
 License Structure: ONE STORY License covers: ENTIRE STRUCTURE
 Number of licenses in the vicinity: 2 Nearest: 1
 Nearest school: 2 miles Nearest church: 2 blocks Nearest residence: 1 blocks
 Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:
THOMAS GREGORY BRADDOCK	DUI 1999	ALABAMA STATE TROOPER	PAID FINE

2013-163



Mountain Brook Police Department
 Chief Ted Cook
 101 Tibbett Street
 Mountain Brook, Alabama 35213
 Phone: 205.802.3852
 Fax: 205.802-2415

MOUNTAIN BROOK POLICE

MBPD Uniform Bid 2013

Recommendation: Municipal & Commercial Uniforms and Equipment.

Bids were let out for the Mountain Brook Police Department uniform purchase on September 25, 2013. Bids were opened October 22, 2013. Only 2 vendors of the 8 that were sent bid invitations submitted bid packets. The "Bid Amount (as per specifications)" was dramatically different in the 2 bids: \$5,218.10 McCain Uniform versus \$4,729.70 MAC Uniform. cursory review that day revealed possible mathematical errors on the MAC bid package. Our final tabulation of bid amounts shows: \$5,218.10 McCain and \$4,679.70 for MAC.

MAC Uniform is no longer a Blauer representative. Most of our bid specs were using Blauer products as a baseline. MAC submitted a bid using Elbeco brand uniforms and other products as a substitute. We found no significant difference between the bid spec and bid submission of MAC, and believe that both vendors submitted bids with acceptable approved equivalents (section 8 bid documents).

Therefore, we recommend accepting the lower bid amount from MAC Uniform.

Item	Qty	Description	Price each	Total
Armorakin Vest dark Navy *	2	Blauer 8470 ELB V2	79.95	159.90
Long sleeve street shirt dark navy *	5	Blauer 8471 ELB UV	40.50	202.50
Short sleeve street shirt dark navy *	5	Blauer 8472 ELB UV	36.25	181.25
Long sleeve shirt dark navy *	5	Blauer 8450 ELB 840	50.95	254.75
Short sleeve shirt dark navy *	5	Blauer 8460 ELB 8840	62.95	314.75
Trousers dark navy	5	Blauer 8560 ELB E494	64.95	324.75
Coat, Goretex like length 9915Z *	1	Blauer 9915Z Gerber	195.00	195.00
Featherweight rain jacket with gore tex fabric black/high vis ***	1	Blauer 9691 Gerber	179.00	179.00
Feather weight rain coat gore tex breathable fabric reverting to fluorescent yellow ***	1	Blauer 9690 Gerber	165.00	165.00
Feather weight shell pants with gore tex fabric color black	1	Blauer 9134 Gerber	94.00	94.00
ANSI Certified vest color fluorescent yellow	1	Blauer 339P Gerber	29.95	29.95
Body armor	1	Level 3A w/ 2 carriers	809.00	809.00

APPENDIX

Mac Uniform

CITY OF MOUNTAIN BROOK
 56 Church Street
 MOUNTAIN BROOK, ALABAMA 35213
 OFFICE OF PURCHASING AGENT (CITY MANAGER)

BID COVER SHEET

Bid Request Posted this Date: September 25, 2013
 Bids to be Opened this Date and Time: October 22, 2013 10 a.m.

To Whom It May Concern:

Bids shall be sealed and delivered to the Office of the Purchasing Agent in the City Hall, City of Mountain Brook, Alabama, prior to the above specified date and time. Bids shall be publicly opened at the date and time specified above or as soon as practicable thereafter.

To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code (1975) §§41-16-30 et seq. and 31-13-1 et seq., and provide documentation of enrollment in the E-Verify program pursuant to Ala. Code §31-13-9.

All bidders must use the bid form provided by the City for the project. This Bid Cover Sheet should be completed and submitted with the bid. Bids completed in pencil will not be accepted. Bids should be clearly marked "SEALED BID" and indicate on the outside of the envelope the project for which the bid is submitted and the date of bid opening.

The City reserves the right to require a bid bond, in which case specific information shall be provided with the request for bids.

The City reserves the right to utilize life cycle cost analysis in determining the lowest responsible bidder, in which case specific information shall be provided with the request for bids.

The City reserves the right to accept or reject any or all bids and to waive formalities.

Sam Gaston
 Sam S. Gaston, City Manager and Purchasing Agent

Purchase of Police Uniforms & Related Equipment

BIDDER Mac Uniform TELEPHONE 205-324-601

ADDRESS 2208 3rd Ave NW EMAIL Edmacsmith@macuniform.com

CITY Birmingham STATE AL ZIP 35203

BID AMOUNT (AS PER SPECIFICATIONS) : 4,529.70

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be signed below by bidder's principal/officer/agent and notarized:

Auth. Signature: *[Signature]*
 Name: Edward C. Smith
 Title: Pres
 Sworn to and subscribed before me on this 22 day of Oct, 2013
 Notary Public
 My Commission Expires: 11-11-2013

MOUNTAIN BROOK POLICE

Armorakin suspension system	1	Style # 174 ELB	23.95	23.95
V-Neck sweater with fleece liner dark navy *	1	Blauer 225 Feck	96.00	96.00
Mock turtle neck dark navy	3	Blauer 8110X ELB	29.90	89.70
Mock turtle neck dickey dark navy	3	Blauer 8119X ELB	29.90	89.70
Handcuffs	1	Peerless chain	22.25	22.25
ASP Baton	1	26" Model 52611 black	89.90	89.90
ASP Baton end cap	1	Model 52921 black	18.95	18.95
rain hat cover	1	clear plastic	2.50	2.50
Flashlight wand	1	Streamlight 75913	9.50	9.50
Flashlight	1	Streamlight 75813	124.00	124.00
Holder handcuff	1	Safari land model 90 blk	26.25	26.25
Holder report form	1	Saunders CM 8512	27.00	27.00
Holder ticket book	1	Saunders AH57106	24.00	24.00
Holder flashlight	1	5.11 Tactical 53001 Sof	25.50	25.50
Holder baton	1	Safari land Model F-3516 F26-2 black	24.50	24.50
Holder OC	1	Safari land Model 38 blk	25.50	25.50
Holder Magazine	1	Safari land Model 77 blk	28.95	28.95
Holder Duty	1	Safari land Model 6280 blk	119.95	119.95
Belt keepers	4	Safari land Model 65-2 black with hidden snap	5.75	23.80
Belt outer duty	1	Safari land Model 94-2 blk w/ velcro closure	65.95	65.95
Belt inner duty	1	Safari land 99-2 black with velcro closure	34.50	34.50

Mac Uniform 2013-164

MOUNTAIN BROOK POLICE

Glove belt pouch	1	Safari land 33-32V black	16.95	16.95
Gloves	1	Hatch Model NS430 blk	19.95	19.95
Tie	2	Navy, clip or tied tie	3.50	7.00
Hat, uniform	1	Midway uniform Cap Navy Air force style with gold or silver band	37.00	37.95
Name tag	1	Blackinton Model A4180 Officer silver, Cpl and above gold	18.95	18.95
Socks	3	Throlo Model WSXL 13 black or over calf	9.95	29.85
Shoes ***	1	Bates Model 942 Corfram	89.95	89.95
Shoes ***	1	Rocky Model 5005 plain toe leather	104.95	104.95
Boots ***	1	Rocky Model 2173 plain toe leather 8" or 6"	84.00	84.95
Boots ***	1	Danner Model 21210 leather plain toe 8" or 6"	245.00	245.00
T-Shirt SS	3	Under armor model 5039 blk	18.95	56.85
T-Shirt SS	3	Blauer model 8120 black	14.95	44.85
Template	1	Northwestern SN1000	14.95	14.95
Duty bag	1	Premier PBG-081	34.95	34.95
Badge Wallet	1	Slimline Model 1	16.95	16.95
Badge belt backer	1	Strong leather Model 81120 black in color	13.45	13.45
Includes embroidered badges, name tags, patches, and chevrons where applicable *				

MAC Uniform

RECEIVED SEP 7 2013
 CITY OF MOUNTAIN BROOK
 56 Church Street
 MOUNTAIN BROOK, ALABAMA 35213
 OFFICE OF PURCHASING AGENT (CITY MANAGER)
 RECEIVED SEP 10 2013
 BID COVER SHEET

Bid Request Posted this Date: September 25, 2013
 Bids to be Opened this Date and Time: October 22, 2013 10 a.m.

To Whom It May Concern:

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To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code (1975) §§41-16-50 et seq. and 31-13-1 et seq., and provide documentation of enrollment in the E-Verify program pursuant to Ala. Code §31-13-9.

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The City reserves the right to require a bid bond, in which case specific information shall be provided with the request for bids.

The City reserves the right to utilize life cycle cost analysis in determining the lowest responsible bidder, in which case specific information shall be provided with the request for bids.

The City reserves the right to accept or reject any or all bids and to waive formalities.

Sam S. Gaston, City Manager and Purchasing Agent

Purchase of Police Uniforms & Related Equipment
 BIDDER: MAC UNIFORMS

TELEPHONE 205-442-9233

ADDRESS: 320 BEACON PARKWAY WEST

EMAIL: macuniforms@macuniforms.com

CITY: Birmingham

STATE: AL ZIP: 35209

BID AMOUNT (AS PER SPECIFICATIONS) \$5218.10

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be signed below by bidder's principal/officer/agent and notarized:

Auth. Signature: <i>[Signature]</i> Name: <i>TRICIA M. BENT</i> Title: <i>Sales Manager</i>	Sworn to and subscribed before me on this <i>21</i> day of <i>October</i> , 2013 <i>Tricia M. Bent</i> Notary Public My Commission Expires: <i>2-11-14</i>
---------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------

MAC UNIFORMS
 63-1064592

APPENDIX

MOUNTAIN BROOK POLICE

Officers can chose one of these items ***				
		Grand Total. This amount should include each item/items that were bid.		4729.70 4529.70

MAC Uniform

MOUNTAIN BROOK POLICE

Item	Qty	Description	Price each	Total
Armorkin Vest dark Navy *	2	Blauer 8470 Bidout SPEC	84.35	168.70
Long sleeve street shirt dark navy *	5	Blauer 8471 Bidout SPEC	55.15	275.75
Short sleeve street shirt dark navy *	5	Blauer 8472 Bidout SPEC	47.10	235.50
Long sleeve shirt dark navy *	5	Blauer 8450 Bidout SPEC	76.05	380.25
Short sleeve shirt dark navy *	5	Blauer 8460 Bidout SPEC	68.00	340.00
Trousers dark navy	5	Blauer 8560 Bidout SPEC	71.50	357.50
Coat, Goretex Ike length 9915Z *	1	Blauer 9915Z Bidout SPEC	260.00	260.00
Featherweight rain jacket with gore tex fabric black/high vis ***	1	Blauer 9691 Bidout SPEC	256.15	256.15
Feather weight rain coat gore tex breathable fabric reversing to fluorescent yellow ***	1	Blauer 9690 Bidout SPEC	276.00	276.00
Feather weight shell pants with gore tex fabric color black	1	Blauer 9134 Bidout SPEC	138.10	138.10
ANSI Certified vest color fluorescent yellow	1	Blauer 339P Bidout SPEC	48.75	48.75
A* Body armor	1	ARMOR SHIELD - STS IMA 2011 Level 3A w/ 2 carriers	699.95	699.95

BID PRICE INCLUDES ALL EMBROIDERY, CHEVRONS + ADDING DEPT PATCHES

MAC UNIFORMS
 63-1064592

MOUNTAIN BROOK POLICE

Armorskin suspension system	1	Style # 174 Bidding SPEC	33.85	33.85
V-Neck sweater with fleece liner dark navy *	1	Blauer 225 Bidding SPEC	89.35	89.35
Mock turtle neck dark navy	3	Blauer 8110X Bidding SPEC	27.15	81.45 27.15
Mock turtle neck dickey dark navy	3	Blauer 8119X Bidding SPEC	11.00	33.00
Handcuffs	1	Peerless chain Bidding SPEC	29.15	29.15
ASP Baton	1	26" Model 52611 black Bidding SPEC	95.15	95.15
ASP Baton end cap	1	Model 52921 black Bidding SPEC	15.00	15.00
rain hat cover	1	clear plastic Bidding SPEC	3.25	3.25
Flashlight wand	1	Streamlight 75913 Bidding SPEC	9.80	9.80
Flashlight	1	Streamlight 75813 Bidding SPEC	144.25	144.25
Holder handcuff	1	Saunders model CM 8512 Bidding SPEC	26.95	26.95
Holder report form	1	Saunders model CM 8512 Bidding SPEC	27.30	27.30
Holder ticket book	1	Saunders AH57106 Bidding SPEC	16.30	16.30
Holder flashlight	1	3.11 Tactical 53001 Bidding SPEC	22.90	22.90
Holder baton	1	Safariland Model F-35-F26-2 black Bidding SPEC	26.95	26.95
Holder OC	1	Safari land Model 90 blk Bidding SPEC	26.95	26.95
Holder Magazine	1	Safari land Model 77 blk Bidding SPEC	31.80	31.80
Holder Duty	1	Safari land Model 6280 blk Bidding SPEC	132.50	132.50
Belt keepers 63-2 w/ ALUMINUM BUCKLES	4	Safari land Model 63-2 black with hidden snap Bidding SPEC	8.45	33.80
Belt outer duty	1	Safari land Model 94-2 blk w/ velcro closure Bidding SPEC	66.55	66.55
Belt inner duty	1	Safari land 99-2 black with velcro closure Bidding SPEC	33.10	33.10

McGAIN UNIFORMS
63-1064592

MOUNTAIN BROOK POLICE

Officers can chose one of these items ***				
		Grand Total. This amount should include each item/items that were bid.		\$5218.10

A* LEVEL II BODY ARMOR
ARMOR SHIELD GS-CXO
W/PUMA LE CARRIER \$550

- *46 - 20% OFF ANY ITEM NOT ON BID
- *6 - 3.30 DAY DELIVERY
- *16 - MANUFACTURER'S WARRANTIES WILL COVER ALL ITEMS
- *42 - EMPLOYEES MAY SUBMIT ORDERS VIA EMAIL TO MCCAINUNIFORM@ABO.COM OR TRICOMUNIFORMS@ABO.COM
EMPLOYEES MAY ALSO CALL @ ANY TIME FOR SALES HISTORY, ALLOWANCE TOTAL + ALLOWANCE SPENT

APPENDIX 2

McGAIN UNIFORMS
63-1064592

MOUNTAIN BROOK POLICE

Glove belt pouch	1	Safari land 33-32V black Bidding SPEC	16.75	16.75
Gloves	1	Hatch Model NS430 blk Bidding SPEC	15.85	15.85
Tie	2	Navy, clip or tied tie Bidding SPEC	4.30	8.60
Hat, uniform	1	Midway uniform Cap Navy Air force style with gold or silver band Bidding SPEC	41.70	41.70
Name tag	1	Blackinton Model A4180 Officer silver, Cpl and above gold Bidding SPEC	14.30	14.30
Socks	3	Throllo Model WSKL 13 black or over calf Bidding SPEC	10.75	32.25
Shoes ***	1	Bates Model 942 Corram Bidding SPEC	96.95	96.95
Shoes ***	1	Rocky Model 5005 plain toe leather Bidding SPEC	110.75	110.75
Boots ***	1	Rocky Model 2173 plain toe leather 8" or 6" Bidding SPEC	84.20	84.20
Boots *** BELLEVILLE STYLE # 20	1	Danner Model 21210 leather plain toe 8" or 6" Bidding SPEC	174.60	174.60
T-Shirt SS	3	Under armor model 5039 blk Bidding SPEC	20.55	62.55
T-Shirt SS	3	Blauer model 8120 black Bidding SPEC	17.60	52.80
Template	1	Northwestern SN1000 Bidding SPEC	15.40	15.40
Duty bag	1	Premier PBC-081 Bidding SPEC	38.40	38.40
Badge Wallet	1	Slimline Model 1 Bidding SPEC	15.65	15.65
Badge belt backer	1	Strong leather Model 81120 black in color Bidding SPEC	13.45	13.45
Includes embroidered badges, name tags, patches, and chevrons where applicable *				

* I CANNOT BUY FROM DANNER

McGAIN UNIFORMS
63-1064592

CONTRACT FOR GENERAL SERVICES

This contract for services ("Contract") is entered into by and between City of Mountain Brook, an Alabama municipal corporation ("City"), and the Alabama Symphonic Association, a nonprofit corporation organized under the laws of the State of Alabama ("Association").

Whereas, City desires to increase the learning opportunities for students in its school system, including music and other arts-related subjects; and

Whereas, City also desires to enrich the cultural life of its residents by providing opportunities for them to participate in musical and other arts-related events, recognizing that exposure to educational and cultural experiences is valuable to the residents of the City of Mountain Brook; and

Whereas, in consideration of the payment referred to hereinafter, the Association has agreed to provide musical programs and to perform services for the students of City's school system and for the residents of the City.

Now therefore, in consideration of the premises and in consideration of the covenants and agreements contained herein, City and Contractor hereby agree as follows:

- 1. City shall pay to the Association the sum of ten thousand dollars (\$10,000.00) for services for the one-year period from October 1, 2013 through September 30, 2014 ("Contract Funds").
2. In consideration of the payment of the Contract Funds by City, the Association shall provide the following services to the students of City's school system and to the residents of City:
a. The ASO will provide one concert at a venue or school for a community or education concert of the city's choosing.
b. The ASO will provide up to 300 tickets for Mountain Brook students to attend an ASO Coffee Concert, Young People's Concert, or Explorer concert during the 2013-2014 school year.
c. The ASO will provide Mountain Brook school teachers with access to innovative music education lesson plans associated with our Young People's Concerts.
d. The ASO will work with the Mountain Brook school system to provide music education lectures and demonstrations for teachers and students.
e. The ASO will provide opportunities for young musicians from Mountain Brook schools to participate in pre-concert performances and special masterclass offerings, and audition for the Alabama Symphony Youth Orchestra (ASYO).
3. The Association shall deliver to City's Finance Department a detailed report describing the Association's use of the Contract Funds by the earlier of sixty days following the expenditures or November 30, 2014.

Exhibit A

- 4. The Association shall provide the personnel, supplies, equipment and expertise necessary to fulfill its obligations under this Contract. The Association is an independent contractor and none of its agents, or employees shall be deemed to be under the control of City, nor shall any of the agents or employees or other persons, firms or corporations conducting business for, or on behalf of, the Association be deemed to be agents or employees of City.
5. The Association shall indemnify City and its employees and elected officials, and hold them harmless from and against, all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including, but not limited to, attorneys' fees and court costs, which may be asserted against, or suffered by, City or its employees or elected officials arising out of, or in connection with:
(a) the performance, or attempted performance, by the Association or its agents or employees of the Association's obligations under this contract; and
(b) any claim that the Contract Funds were improperly paid by City to the Association.
6. The Association agrees to employ accounting procedures which are appropriate to the types of operations conducted by the Association and which are customary to similar operations. All financial records and other documents pertaining to this Contract shall be maintained by the Association for a period of three (3) years after the expiration or termination of this Contract. City shall have full access to, and the right to examine, such financial records and other documents at all reasonable times during the term of this Contract and during said three (3) year period. The Association agrees that, upon request from City, the Association will submit to, and cooperate with, periodic audits by the Alabama Department of Public Examiners or other audit procedures requested by City.
7. The Association and the representative of the Association, who executes this Contract, by the execution of this Contract, certify that:
a. no part of the Contract Funds paid by City pursuant to this Contract shall be paid to, or used in any way for the personal benefit of, any elected official, employee or representative of any government or any family member of any such official, employee or representative, including federal, state, county and municipal governments and any agency of any such government;
b. neither the Association nor any of its officers, agents, representatives or employees has in any way colluded, conspired or connived with any elected official, employee, or representative of City, or any other elected official or public employee, in any manner whatsoever, to secure or obtain this Contract; and
c. Except as expressly set out in this scope of services of this Contract, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made to any such elected official, employee or representative of City as an inducement or

Exhibit A

consideration for this Contract.

Any violation of this certification shall constitute a breach and default of this Contract which shall be cause for termination. Upon such termination, the Association shall immediately refund to City all amounts paid by City pursuant to this Contract.

In witness whereof, the Alabama Symphonic Association has caused this Contract to be executed by its duly authorized Executive Director on (date) Nov. 12, 2013, and City of Mountain Brook has caused this Contract by its duly authorized representative, on (date) October 1, 2013, but this contract shall be effective as of (date) October 1, 2013

ATTEST: Alabama Symphonic Association
Zach Davis Its Institutional Giving Manager
Curtis S. Long Its Executive Director

ATTEST: City of Mountain Brook
Steven Boone Its City Clerk
Lawrence T. Oden Its Mayor

APPENDIX 3

Exhibit A



June 7, 2013
Mr. Sam S. Gaston
City Manager
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

Dear Sam:

Thanks to the support that the City of Mountain Brook provides to the Alabama Symphony Orchestra, thousands of residents have reaped the benefits of having a full-time, professional orchestra in our community. Over the past ten years, the ASO has significantly increased the number of programs delivered to City of Mountain Brook residents and yields an annual positive economic impact of \$18 million in Alabama.
In the 2012/13 season, the ASO performed more than 100 concerts and reached 100,000 people through concert series, youth concerts, free community performances and educational music programs. This included an audience base of 14,000 Mountain Brook residents, a free school performance at a Mountain Brook public school, and access to innovative educational resources for all Mountain Brook teachers. The ASO also brought our community widespread national attention winning an ASAP Award for Adventurous Programming and being invited to play Carnegie Hall in May 2012.
Enclosed, please find our proposal requesting funding for Fiscal Year 2013/14 in the amount of \$10,000 to support our \$8.8 million operating budget. A report detailing the services the Alabama Symphony Orchestra has provided the citizens of Mountain Brook over the past year is included as well.
Support from local government entities like the City of Mountain Brook is vital to our education and outreach efforts since it provides the required match for our Alabama State Council on the Arts funding, so every dollar you allocate makes twice the impact. Again, we are grateful for our partnership with the City of Mountain Brook and your support allows the ASO to reach thousands of Mountain Brook students and residents each year. If you have any questions regarding the ASO request for funding, please feel free to call me at 314-6955.

JUSTIN BROWN Music Director Emeritus
Sincerely,
Zach Davis Institutional Giving Manager

MAILING ADDRESS: 3621 Sixth Avenue South Birmingham, AL 35222
TELEPHONE/FAX: Administration: 205-351-6939 Box Office: 205-975-2787 Fax: 205-371-6840

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2013-166

2013-166



2012/2013 Season Final Report – City of Mountain Brook

2012-2013 season Summary of Services to residents of the City of Mountain Brook

- The Alabama Symphony Orchestra (ASO) performed an Explorer concert at Brookwood Forest Elementary School on September 28, 2012 for more than 200 students and their teachers.
- The ASO performed two Explorer Concerts at the NE Miles Jewish Day School on February 28, 2013 for more than 375 children, teachers, parents and seniors.
- The ASO performed a concert at Mountain Brook Junior High on May 3, 2013 for more than 500 students and their teachers.
- One student from the Mountain Brook Schools system is currently participating as a musician with the Alabama Symphony Youth Orchestra (ASYO).
- Students of the Mountain Brook Schools system were invited to attend any and all of the dress rehearsals during the ASO season.
- All Mountain Brook Schools were invited to attend the Young People's Concert series and given access to innovative lesson plans and teachers guides, which link concepts from the ASO's Music Education programs to all subject areas in the State of Alabama Curriculum Standards.
- The annual Symphony 30 concert was scheduled to be held at the Birmingham Botanical Gardens on September 30, 2012, but was unfortunately cancelled due to weather.

The City of Mountain Brook is a vital partner in the success of the ASO

The ASO performed for more than 100,000 people in the 2012/2013 season. Nearly 21% of ASO tickets are purchased by Mountain Brook households and 18% of ASO individual donors reside within the City of Mountain Brook. Also, in the 2012/2013 season the ASO gave more than 100 performances, many free and open to the public. Several free educational workshops at schools, libraries and community centers were offered. Through the ASO's partnership with the City of Mountain Brook, we are able to bring classical performances, educational services, outreach to our community for your citizens to enjoy.

Music Director Search continues

With the transition of Justin Brown to Music Director Laureate, the search for the next leader of our great organization enters its second season. In the 2012-2013 season, the ASO saw esteemed conductors from all over the world visit to lead our musicians. The guest conductors spent time with ASO musicians in preparation for performances as well as meeting with members of the Music Director Search Committee. Several guest artists have agreed to return for the 2013-2014 season.

The ASO is a vital employer of artists in our community

The ASO employs 74 full-time employees, 8 part-time employees and more than 250 guest artists each season. These employees include 53 full-time, professional musicians who benefit the community not only by performing with the ASO, but also serving as adjunct faculty at all five major Birmingham universities and giving music lessons to area children.

Leadership and Community Support

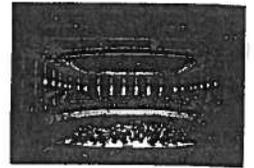
The ASO has received overwhelming support as a worthy cause among the city's top business and civic leaders. The ASO has an energetic and engaged Board of Directors comprised of 60 prominent area citizens and 400+ volunteers through the Symphony Volunteer Council and Symphony 30. Of our \$6.8 million budget this past season, 61% has come from contributed income from individuals, local corporations and foundations – all believing the ASO a vital part of community and a high caliber cultural organization, worthy of investing in during these challenging times.



2013 - 2014 Allocation Request from the City of Mountain Brook

series is to introduce young children to the orchestra and reinforce basic learning skills through engaging, interactive performances. This year concerts were held at NE Miles Jewish Day School.

The ASO will continue its *Young People's Concert* (YPC) series and direct content specifically towards students in Grades 5-8. By maintaining a working relationship with Mountain Brook schools systems, particularly music teachers, the ASO education department designs programs which fulfill Alabama State Curriculum Standards in arts and academic subjects, while maintaining a level of artistic excellence in performance. Concerts include comprehensive preparatory materials for teachers. The purpose of this series is to give students in Grades 5-8 a comprehensive concert experience that encourages creativity, integrates school curriculum, teaches sophisticated musical concepts and fosters a lifelong love of music. The ASO performed a free YPC at Mt. Brook Middle School in 2012-2013



The ASO performs with the ASO Chorus in UAB's Alys Stephens Center

Community Engagement Services

The ASO works with representatives from Mountain Brook schools, civic organizations, hospitals, nursing homes and churches to schedule performances by individual and small ensembles of ASO musicians throughout the season at no charge. These services provide a unique chance for music lovers of all ages to interact in an intimate setting with orchestra members and hear a live performance in a relaxed, familiar setting.

Composer in Residence: In the 2012/13 season, the ASO brought leading contemporary composer Judd Greenstein to Birmingham for five, week-long residencies, and he is the ASO's second Composer-in-Residence. As part of the special educational component to Greenstein's residency, he visited area schools to engage and educate children about the composition process. The *Composer in Residence* program also includes several adult education salons where ASO stakeholders hear a lecture on the commission and learn about the composition process firsthand from the composer. Greenstein also conducted workshops for local college level composition students at Birmingham Southern, the University of Alabama at Birmingham and Samford University. The ASO is excited to continue this initiative to educate children and adults on all facets of music composition with composer Hannah Lash as our 2013/14 *Sound Investment Composer*.

Young Artists and the ASO

Student groups regularly participate in ASO performances, giving them more exposure to the rich array of musical talent in our area. For example, ensembles of student musicians are invited to perform in the lobby prior to ASO *Masterworks* and *Coffee Concerts*. This year's performing ensembles include groups from the University of Alabama at Birmingham, Alabama School of Fine Arts, Samford University, Birmingham Boys Choir and the University of Montevallo. Participating students are given free tickets to the concert and the opportunity to showcase their talent.



ASO members play their inaugural concert in October 2010.

Masterclasses, Educational Lectures and Presentations

ASO world renowned guest artists, such as Yo Yo Me and Conductor Avner Dorman, present classes which are free and open to the public.



2013 - 2014 Allocation Request from the City of Mountain Brook

Requested Amount: \$10,000

2013-2014 City of Mountain Brook Services

Package #1 - \$10,000

- The ASO will provide one concert at a venue or school for a community or education concert of the city's choosing.
 - o Options include a Holiday Concert, Pope Concert, Young People's Concert etc.
 - o The ASO production team will work with the City of Mountain Brook to determine the best venue, time and date for each of the specified options.
- The ASO will provide up to 300 tickets for Mountain Brook students to attend an ASO *Coffee Concert*, *Young People's Concert* or *Explorer* concert during the 2013-2014 school year.
- The ASO will provide Mountain Brook school teachers with access to innovative music education lesson plans associated with our *Young People's Concerts*.
- The ASO will work with the Mountain Brook school system to provide music education lectures and demonstrations for teachers and students.
- The ASO will provide opportunities for young musicians from Mountain Brook schools to participate in pre-concert performances and special masterclass offerings, and audition for the Alabama Symphony Youth Orchestra (ASYO).

Package #2 - \$18,000

- The ASO will perform one outdoor concert in the City of Mountain Brook during the 2013-2014 FY – see attached budget for more information on pricing.
 - o The ASO will work closely with the Arts Council to determine program elements appropriate for the City of Homewood.
 - o The ASO Development staff will work closely with the City of Mountain Brook to develop appropriate funding structures for the chosen program.
- The ASO will provide up to 300 tickets for Homewood students to attend an ASO *Coffee Concert*, *Young People's Concert* or *Explorer* concert during the 2013-2014 school year.
- The ASO will provide Homewood school teachers with access to innovative music education lesson plans associated with our *Young People's Concerts*.
- The ASO will work with the Homewood school system to provide music education lectures and demonstrations for teachers and students.
- Provide opportunities for young musicians from Homewood schools to participate in pre-concert performances and special masterclass offerings, and audition for the Alabama Symphony Youth Orchestra (ASYO).

Educational Offerings

Early exposure to the arts plays a major role in a child's overall development. The mission of the ASO is to change lives through music. Essential to this mission is touching the lives of young people in our community through our innovative and engaging education programs. In the 2013/14 season, the ASO will continue offering educational services to Mountain Brook schools.

The ASO *Explorer Concerts* series for students in Preschool through Second grade are held in multiple venues. The venues (churches, community centers) are smaller than a standard concert hall and give students a chance to truly see the orchestra "up close." The concerts are shorter in length (35-45 minutes) and contain shorter musical selections (no more than 3 minutes in duration) to accommodate the attention span of students this age. Themes, narration, interaction and educational content are carefully focused on the needs of this younger age group. The ASO will investigate potential partnerships with other arts organizations for these concerts. The purpose of this



2013 - 2014 Allocation Request from the City of Mountain Brook

During these classes guest artists work with young musicians from the University of Alabama, the University of Alabama at Birmingham, Samford University, Birmingham Southern College and the University of Montevallo on a variety of music study areas. Performing participants are chosen by audition or teacher recommendation. The ASO also allows college students to observe all daytime rehearsals including classes attending as a group or individual students. Concert Comments are lectures given before many ASO *Masterworks* concerts to discuss the works on the program. This lecture series is open to the public and offers education opportunities for new and veteran audience members.

Alabama Symphony Youth Orchestra (ASYO): The ASYO is an integral member of the ASO family and we plan for it to become a vigorous part of Alabama's cultural fabric. The ASYO strives for national preeminence among youth orchestras, while cultivating the artistic growth and excellence of its members through enriching Classical experiences and the mentoring of ASO musicians. The ASYO launched its inaugural season in 2010 and is a signature priority for ASO Music Director Justin Brown. The talented Roderick Cox is the Assistant Conductor of the ASO and Music Director of the Alabama Symphony Youth Orchestra. The ASYO will endeavor to offer financial assistance to as many members as possible. The ASO hopes to use the ASYO to help change the face of American orchestras. The ASO has already secured multi-year financial commitments to support the ASYO, ensuring its stability. The ASYO represents 27 cities from throughout the state including members from Mt. Brook.

ASO 2013/14 Concert Series

In the 2013- 2014 season, the Alabama Symphony continues its music director search as we welcome an exciting lineup of conductors and soloists to our stage. Our highly distinguished ASO *Masterworks* series features guest artists Stephen Hough, Jennifer Koh, Tel Murray and many more. The ASO is presenting six *Coffee Concerts* that are widely popular among our core patrons, seniors and student groups. The ASCAP award winning *Classical Edge* series returns for its eighth season and will feature orchestral compositions by Hannah Lash. 2013/14 *Special Events* include Handel's *Messiah*, *New Year's Eve Celebration*, our annual tribute to Dr. Martin Luther King, Jr. We are also continuing our chamber music series on the campus of Samford University in the Brock Recital Hall. The 2013/14 *SuperPops* season features Johnny Mathis, Natalie Merchant and much more. Following in the footsteps of our successful *Composer-in-Residence* program, our new *Sound Investment Composer* program will feature celebrated composer Hannah Lash. As a part of our dedication to presenting and promoting new orchestral music, the ASO also engages in adult education through a series of learning salons with our *Sound Investment Composer* during which participants hear firsthand the process of composition and the inspiration that brings the ASO commissioned work to life.

Conclusion

For your convenience we have included 2013-14 program brochures, a list of our Board of Directors, our proposed 2013-14 Budget and a list of other government contracts. If you have any questions regarding the ASO's application or report, please contact Zach Davis, Institutional Giving Manager at zdavis@alabamasymphony.com or 205-314-6955. The ASO greatly appreciates our partnership with the City of Mountain Brook and thanks the city for joining us to provide hundreds of Mountain Brook residents with access to music education, free performances and concerts series – all enhancing the cultural health of the community we share.



BOARD OF DIRECTORS
2013 - 2014

Mr. Elton B. Stephens	Founder and Chairman in Memoriam Aeternam, EBSCO Industries, Inc. Founder, Highland Bank
Mr. Marvin R. Engel	Board Member Emeritus
Ms. Del S. Brooke Chairman	Civic Leader - Birmingham
Ms. Gloria N. Moody Vice-Chairman	Civic Leader - Birmingham
Mr. H. Corbin Day Vice-Chairman	Chairman, Jemison Investment Company, Inc.
Mr. Charles D. Perry, Jr. Vice-Chairman	Founder and Principal, Highland Associates
Mr. William W. Brooke President	Executive Vice President - Harbert Management Corporation
Mr. Rufner Page Vice-President	President, McWane Inc.
Mr. James S. Snow Treasurer	Owner, James S. Snow and Associates, LLP
Mr. K. Wood Herren Secretary	Partner, Bradley Arant Boull Cummings LLP
Mr. Steve Senak	Executive VP, BBVA Compass, Director of Private Banking
Mr. Harold Abrams	Civic Leader - Birmingham
Ms. Peggy Balliet	Civic Leader - Birmingham
Mr. Edward M. Berko	Executive Vice President & Chief Risk Officer, Protective Life Corporation
Mr. William Bowron, Jr.	Chairman, President and CEO, Red Diamond, Inc
Mr. Jon Blankenship	President, Blankenship & Seay Consulting Group
Ms. Minty Boggs	Civic Leader
Mr. Michael Bradt	Orchestra Member
Mr. Bart Bretz	Civic Leader - Birmingham
Mr. J. David Brown	President, Jemison Investment Company, Inc.
Ms. Theresa Bruno	Civic Leader - Birmingham
Mr. Jeffrey Cain	Guitarist/Songwriter
Mr. Russell W. Chambliss	Chairman of the Board - Mason Corporation
Ms. Brooke Coleman	Civic Leader - Birmingham



Budget Summary for Fiscal Year 2013-14

EARNED REVENUE	
Ticket Sales	\$1,450,000
Fee Concerts	\$250,000
Other Income	\$50,000
	<u>\$1,750,000</u>

CONTRIBUTED REVENUE	
Endowment	\$500,000
Individuals	\$1,600,000
Corporations	\$1,250,000
Foundations	\$450,000
Government	\$500,000
Symphony 30	\$25,000
SVC	\$75,000
Gala	\$700,000
	<u>\$5,100,000</u>

Total Revenue \$6,850,000

EXPENSES	
Artistic	4,475,000
Production	485,000
Marketing	750,000
Development	520,000
Administrative	620,000
	<u>6,850,000</u>

APPENDIX 3



BOARD OF DIRECTORS
2013 - 2014

Ms. Kathleen Costello	Orchestra Member
Ms. Lyndra Daniel	Civic Leader - Birmingham
Ms. Kay B. Donnellan	Senior Vice-President & Director of Personal Trust, Sterne Agee, Inc
Ms. Kelley Fitzpatrick	Civic Leader - Birmingham
Mr. M. Miller Gornie	Chairman and CEO, Brasfield & Gorrie, LLC
Mr. John B. Grenier	Partner, Bradley Arant Boull Cummings, LLP
Mr. Wyatt Haskell	Partner, Haskell Slaughter Young & Rediker, LLC
Mr. P. Tip Jackson	Civic Leader - Birmingham
Ms. Sheryl Kimerling	Civic Leader - Birmingham
Mr. Robert E. Kralofco	Director of Medical Education for Pfizer Pharmaceuticals
Ms. Lynn F. LaRusse	Civic Leader - Birmingham
Ms. Sherrie LeVier	President, Calaba Government Benefits Administrators, LLC
Rev. Peggy McClure	Civic Leader - Birmingham
Dr. Cecil Morgan	Civic Leader - Birmingham
Mr. Drayton Nabers	Shareholder, Maynard, Cooper & Gate, PC
Dr. Henry Panik . III	Professor, UAB; Owner, Audiostate 55 Recording Studio
Mr. Giles Perkins	Attorney, Adams and Reese LLP
Ms. Leigh Perry	President, Alabama Power Foundation, Inc.
Dr. George P. Petznick	Devilist, Private Practice
Ms. Karen Plassnick	Civic Leader - Birmingham
Dr. Lawrence Pjeaux, Jr.	President & CEO, Birmingham Civil Rights Institute
Mr. G. Gray Plosser, Jr	President, KPS Group, Inc.
Mr. William D. Ritter	Central Region President, Regions Financial Corporation
Mr. Rusty Rushton	Professor, University of Alabama at Birmingham
Rip Rod Scott	Member, Ala. House of Representatives, Instructor - Miles College
Dr. Sanjay K. Singh	Associate Professor of Information, UAB
Dr. Chandler H. Smith	Civic Leader - Birmingham
Mr. Bart W. R. Stephens	General Manager, Wingcarpes (a division of EBSCO Industries)
Ms. Rae Trimmer	Civic Leader - Birmingham
Dr. Ray L. Walls	President, The University of Alabama at Birmingham
Ms. Lisa Wienhold	Orchestra Member

Ex-officio Board Members
Ms. Linda Griggs
Ms. Tracy Sproule
Symphony 30, President
Ms. Nancy Lewis

Symphony Volunteer Council, President
ASO Chorus



EDUCATION PROGRAMS FOR OLDER STUDENTS



GUEST ARTIST ENRICHMENT PROGRAM
As a part of the ASO's Education and Community Engagement Programs, the Guest Artist Enrichment Program brings our guest artists out into the greater Birmingham community to provide music classes, workshops and lectures. The ASO's guest artists have visited area middle schools, high schools, colleges and universities giving students the unique opportunity to learn from a world-class musician or conductor. Working with our guest artists can provide students a once-in-a-lifetime experience to deepen their love for music, discover new career paths, or hone their craft with a professional in the field.

ASYO

The Alabama Symphony Youth Orchestra is the official youth orchestra of the ASO and will begin its fourth season in the autumn of 2013. Led by ASO Assistant Conductor, Roderick Cox, the ASYO is an ensemble dedicated to giving young musicians in the state of Alabama the opportunity to learn and grow through the rehearsal and performance of great orchestral music in a highly professional setting. Members of the ASYO rehearse weekly, work regularly with the musicians and conductors of the ASO and perform concerts spanning from standard orchestral repertoire to pops and chamber music. The ASYO currently consists of 64 young musicians between the ages of 12 and 22 from 27 Alabama cities and 26 schools. The ASYO performs both a fall and spring concert in addition to special holiday and collaborative performances in the community.



EDUCATION PROGRAMS
from the
ASO

To learn more about our education programs, please call Zach Davis, Institutional Giving Manager at 205.314.6955 or email him at zdavis@alabamasymphony.com

ASO ALABAMA SYMPHONY ORCHESTRA

2013-2014 SEASON

REGIONS MASTERFUL PERFORMANCES & LUMINOUS GUEST STARS
 Join us for another stellar season of all your favorite music from Mozart, Chopin, Beethoven and more



<p>September 13 & 14, 2013 Justin Brown Conducts Schubert Justin Brown, Conductor NORMAN DODD MAHLER Adagio from Symphony No. 10 SCHUBERT Symphony No. 9 in C Major "Great"</p>	<p>October 4 & 5, 2013 Chopin's Piano Concerto No. 2 Maximiano Valdes, Conductor RABI BIECHOWSKI, Piano MERSELEIN La Opulente Oublier CHOPIN Piano Concerto No. 2 BIBELIUS Symphony No. 2*</p>	<p>November 1 & 2, 2013 Rimsky-Korsakov's Scheherazade Daniel Rachev, Conductor David Aaron Carpenter, Violin BERLIOZ Grand in July RIMSKY-KORSAKOV Scheherazade</p>	<p>November 15 & 16, 2013 Schumann's Piano Concerto Cristian Macelaru, Conductor Stephen Hough, Piano BERLIOZ Russian and Danish Overture* SCHUMANN Piano Concerto BRAHMS Symphony No. 2*</p>
<p>Jan - Apr 10 & 11, 2014 Two Pianos: Quattro Mani Sarah Hies, Conductor Quattro Mani, Piano Duo HIGDON Sp-Lite* POULENC Concerto for Two Pianos FRANCK Symphony in D minor*</p>	<p>Jun 31 & Feb. 1, 2014 Bach & Beethoven Stefan Sanderling, Conductor Jennifer Frautschi, Violin BACH "Sturm" O. wood of "Thunder" BWV 80 BERG Violin Concerto "In Memory of an Angel" BEETHOVEN Symphony No. 4</p>	<p>February 27 & 28, 2014 Justin Brown Conducts Wagner Justin Brown, Conductor Heidi Melton, Soprano ROSSINI William Tell Overture WAGNER Prelude and Liebestod from Tristan and Isolde SHOSTAKOVICH Symphony No. 15</p>	<p>April 4 & 5, 2014 Bach's Concerto for Two Violins Jennifer Koh, Violin Jamie Landa, Violin Program to include: BACH Concerto for Two Violins and Orchestra CLYNE Piece of Cloth (Double Concerto)</p>
<p>April 25 & 26, 2014 Brahms' Violin Concerto Stefan Jackiw, Violin Program to include: BRAHMS Violin Concerto*</p>	<p>May 7 & 8, 2014 Saint-Saens Piano Concerto No. 2 Benjamin Oravec, Piano Program to include: SAINT-SAENS Piano Concerto No. 2</p>	<p>May 16 & 17, 2014 Mozart's Requiem The Alabama Symphony Orchestra Chorus Program to include: MOZART Requiem</p>	<p>May 30 & 31, 2014 Tchaikovsky's Violin Concerto Case Scaglione, Conductor Tai Murray, Violin JARRELL Three Debussy Etudes* TCHAIKOVSKY Violin Concerto* BARTOK Concerto for Orchestra</p>

ASO ALABAMA SYMPHONY ORCHESTRA

EDUCATION PROGRAMS: Changing lives through music

With the help of our Education Partners, the ASO is committed to bringing the power and beauty of orchestra music to every student in Alabama. Whether it's a preschooler seeing a full orchestra for the first time, a classroom discovering that music can make learning fun, or a high school cellist coming face-to-face with Yo-Yo Ma, the young lives we change today will be the leaders and music lovers of tomorrow.

SYMPHONY STORYTIME

Symphony Storytime is a program designed to increase arts access and early childhood literacy for area pre-school children by presenting free pre-school programs for underserved Birmingham children. Carefully planned by music educators, child development experts, and musicians, the interactive musical presentation introduces young participants to instruments of different chamber ensembles, stimulates the imagination with a story combined with music, and engages them in active listening.



MAGIC

MAGIC is a program designed to provide area elementary school students with hands-on, interactive lessons that integrate music with classroom curriculum and life skills, particularly in schools with little to no music instruction and after-school programs for at-risk youth. ASO musicians go inside the classroom to engage the students in learning of all subjects based on musical principles. The ASO provides free professional development for teachers on creating curriculum-based music lesson plans which emphasize hands-on experiences for students through creative vocal, percussion and instrument exploration. In 2013, ASO musicians are working with 3rd and 4th grade students at Lewis Elementary.

FIELD TRIP CONCERTS

The ASO tailors our education concerts for students of all ages and levels of learning. Explorer Concerts are designed for children in pre-K through second grade, connecting music to the world around them. The purpose of this series is to introduce young children to the orchestra and reinforce basic learning skills through engaging, interactive performances. Young People's Concerts are geared toward students grades 3-6 and provide a comprehensive concert experience which encourages creativity, integrates school curriculum, teaches sophisticated musical concepts, and fosters a lifelong love of music. The ASO Education Department has designed programs which fulfill Alabama State Curriculum Standards in arts and academic subjects while upholding a high level of artistic excellence. Concerts include complete comprehensive preparatory materials for teachers; including free MP3 downloads are targeted through the ASO's Coffee Concert series which provides a condensed version of a symphony Masterworks program featuring canonized pieces by historically significant composers. These concerts introduce older students to the classical repertoire and what it's like to attend a real symphony performance.

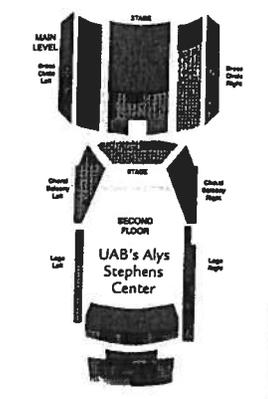


ASO ALABAMA SYMPHONY ORCHESTRA

2013-2014 SEASON



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CALL 205.975.2787,
 visit UAB's Alys Stephens Ticketing Center at 1200 10th Ave. South Birmingham AL, 35205 or return the enclosed invoice.



SUBSCRIPTION PACKAGES AND DETAILS	RENEWERS		NEW SUBSCRIBERS		RENEWERS		NEW SUBSCRIBERS	
	SEP 13	SEP 14	SEP 13	SEP 14	SEP 13	SEP 14	SEP 13	SEP 14
Justin Brown Conducts Schubert								
Chopin's Piano Concerto No. 2								
Rimsky Korsakov's Scheherazade								
Schumann's Piano Concerto								
Two Pianos: Quattro Mani								
Bach & Beethoven								
Justin Brown Conducts Wagner								
Bach's Concerto for Two Violins								
Brahms' Violin Concerto								
Saint-Saens Piano Concerto No. 2								
Mozart's Requiem								
Tchaikovsky's Violin Concerto								

PRICES AND SEATING	Level 1	Level 2	Level 3	Level 4
PLATINUM 20 concerts Includes 5 FREE concerts	\$979.00	\$671.00	\$463.00	\$328.00
MASTERWORKS 12 concerts Includes 2 FREE concerts	\$556.00	\$468.00	\$337.00	\$186.00
APPLAUSE 8 Concerts Save 10%	\$381.00	\$267.00	\$191.00	\$120.00
BRAVO 8 Concerts Save 10%	\$181.00	\$267.00	\$191.00	\$120.00
COFFEE CONCERTS 8 Concerts Includes 1 FREE concert	\$108.00	\$120.00	\$81.00	

Contract for Services
Fiscal Year 2014

This contract for services ("Contract") is entered into by and between City of Mtn. Brook, an Alabama Municipal corporation ("City"), and the Birmingham Botanical Society, a nonprofit corporation organized under the laws of the State of Alabama ("Association").

Whereas, City desires to increase the learning opportunities for students in its school system including: and

Whereas, Contractor has developed certain programs, exhibits, and learning laboratories which, in the City's opinion, will be helpful and instructive to such students; and

Whereas, such programs, exhibits and learning laboratories are not available in the Mt. Brook school system; and

Whereas, City has agreed to pay contractor the sum of five thousand dollars (\$5,000.00) in consideration of Contractor providing City services referred to in the Contract.

Now, therefore, in consideration of the premises and in consideration of the covenants and agreements contained herein, City and Contractor hereby agree as follows:

1. City shall pay to Contractor the sum of five thousand dollars (\$5,000.00), upon execution of this contract for services for one year from date of execution.
2. In consideration of the payment of the Contract Funds as provided herein, Contractor shall provide at least the following services to City ("Services"):
 - a. Contractor will continue to provide city students with a variety of free science curriculum-based field trips. The trained docents provide activities which are based on Alabama Course of Study: Science.
 - b. Contractor agrees to inform the teachers about the Contractor's field trips and invite their participation.
 - c. Field trips are for students in grades Kindergarten (K) through six (6), inclusive.

d. The following field trips are available during the following months:

Native American Area	September-November March-May
Dr. George Washington Carver	September-November
Garden Gates Workshop (Plant Propagation)	January-February
Tropical Rain Forest	March-May
Alabama Woodlands (Interdependence)	September-November March-May
Secret Life of Trees	September-November January-May

- e. Field Trips are available Monday through Friday, inclusive, from 9:30-11:30am. No field trips are offered on federal and state holidays.
 - f. Schools shall select the students that will attend the contractors' field trips. The Contractor shall not be responsible for providing transportation.
 - g. Schools shall contact the contractor at least ten (10) business days in advance of a proposed field trip to schedule a date that shall be reasonably convenient for schools and the contractor.
 - h. The Contractor requires the presence of one (1) adult per ten (10) children for the duration of each field trip.
 - i. The city and the contractor shall each monitor the number of students that attend the contractor's field trips and shall agree to reconcile the number at the end of the contract period.
3. Contractor shall provide the personnel, supplies, equipment, and expertise necessary to fulfill its obligations under this Contract. Contractor is an independent contractor and none of its agents, or employees shall be deemed to be under the control of City nor shall any of the agents, or employees or other persons, firms, or corporations conducting business for or on behalf of Contractor be deemed to be agents, or employees of City.
 4. Contractor shall indemnify City and its agents, employees and elected officials harmless, from and against all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including, but not

APPENDIX 4

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limited to attorneys' fees and court costs which may be asserted against, or suffered by, City or its agents and employees arising out of, or in connection with: (a) the performance, or attempted performance, by Contractor or its agents or employees of Contractor's obligations under this Contract; and (b) any claim that the Contract Funds were improperly paid by City to Contractor.

- 5. Contractor agrees to employ accounting procedures which are appropriate to the types of operations conducted by Contractor and which are customary to similar operations. All financial records and other documents pertaining to this Contract shall be maintained by Contractor for a period of three (3) years after the expiration or termination of the Contract. City shall have full access to, and the right to examine, any of such financial records and other documents at all reasonable times during the term of this Contract and during said three-year period. Contractor agree that upon request from City, Contractor will submit to, and cooperate with, periodic audits by Alabama Department of Public Examiners or other audit procedures requested by the city.
- 6. If Contractor fails to comply with the provisions of the Contract, such shall constitute a default under this Contract and, unless corrected by Contractor within thirty (30) days following receipt of written notice from City of such default, shall be deemed a breach of this Contract and City shall have a right to terminate this Contract by giving Contractor ten (10) days prior written notice of such termination, and City shall not be obligated to make any additional payments to Contractor. Such termination of this Contract by City shall not relieve Contractor of any of its obligations or liabilities to City under the provisions of paragraph 4 of this Contract, whether such obligations or liabilities occur or accrue before or after the termination of this Contract.
- 7. The Association and the representative of the Association who executes this Contract, by the execution of the Contract, certify that:
 - a. no part of the Contract Funds paid by City pursuant to this Contract shall be paid to, or used in any way for personal benefit of, any elected official, employee or representative of any government or any family member of any such official, employee or representative, including federal, state, county and municipal governments and any agency of any such government;

- b. neither the Association nor any of its officers, agents, representatives or employees has in any way colluded, conspired or connived with any elected official, employee, or representative of City, or any other elected official or public employee, in any manner whatsoever to secure or obtain the Contract; and
- c. except as expressly set out in this scope of services of this Contract, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made to any such elected official, employee or representative of City as an inducement or consideration for this Contract.

Any violation of the certification shall constitute a breach and default of this Contract which shall be cause for termination. Upon such termination, the Association shall immediately refund to City all amounts paid by City pursuant to this Contract.

In witness whereof, the Birmingham Botanical Society has caused this Contract to be executed by it duly authorized Executive Director on _____, 2013, and City of Mt. Brook has caused this Contract to be executed by its duly authorized representative, on November 12, 2013, but this Contract shall be effective as of October 1, 2013.

Birmingham Botanical Society, Inc.

By: _____
Its Executive Director

City of Mt. Brook
By: 
Its Mayor

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**Friends of Birmingham Botanical Gardens*
Funding Request
City of Mountain Brook**

Birmingham Botanical Gardens features 67.5 acres of breathtaking gardens which include over 3,000 types of plants, a large conservatory (scheduled to reopen this Fall) and more than 30 works of outdoor sculpture, all enjoyed by over 350,000 annual visitors. With more than 25 separate specialty gardens and woodland areas representing the best of Alabama's horticultural wonders, The Gardens is an important part of our region's biodiversity as well as a beautiful asset to our city. In our urbanized and mechanized society, the need for this urban oasis becomes more apparent daily.

Friends of Birmingham Botanical Gardens (The Friends) works as a public/private partnership with the City of Birmingham's Park & Recreation Board. While the City of Birmingham owns the campus and operates the physical plant, The Friends provides staff, volunteers and funding for educational programming, garden maintenance, plant and library collections expansion, long-range planning and physical development. The Friends is also responsible for direction and day to day management of all BBG employees.

Most importantly, The Friends raises and administers funds that provide year-round educational programming for children and adults, helps to keep The Gardens clean and green, assists in maintaining the most extensive living plant collection in the region and provides the best deal in town for an enjoyable family outing – free admission for all.

Education is the keystone of The Friends' mission. Friends of Birmingham Botanical Gardens was the first area organization to base its children's education programs on the approved state science curriculum. Today, Friends' Education Programs serve over 47,000 children and adults annually. Of the more than 17,600 children in all programs, 98% did so for free, including the award winning Discovery Field Trips. These curriculum-based adventures were the first field trips offered by cultural institutions in our area that were designed to correlate with the Alabama Course of Study: Science.

Discovery Field Trips are hands-on interactive activities for children – not merely passive lectures provided by docents. Participants learn about interdependence of plants and animals in the ecosystem, basic plant and flower parts and methods of propagation, the life and scientific contributions of Dr. George Washington Carver, varieties of plants utilized by Native Americans, plant adaptation in tropical rain forests and "The Secret Life of Trees."

The standing long-term goal has been to extend Discovery Field Trips to students of all ages so it can become a cumulative, comprehensive program. The Friends' education staff has worked hard to accomplish this goal by introducing the new field trip, "Photosynthesis and Respiration: It's All About the Leaves" designed to meet middle school curriculum requirements.

Discovery Field Trips are available free-of-charge to City of Mountain Brook students. More than 2,000 students from Mountain Brook have come to The Gardens for a Discovery Field Trip since 2006. During the 2012-2013 academic year, we had 211 students from Mountain Brook participate in free supplemental science education. With the city's continued support, we hope to increase the number of children served from your school system.

Friends of Birmingham Botanical Gardens respectfully requests continued support in the amount of \$5,000 from the City of Mountain Brook to help underwrite Discovery Field Trips for 2014. Funds provided by the City of Mountain Brook will support the administrative costs, materials and equipment for the field trips, maintenance of gardens where trips take place and professional development teacher workshops.

With your help, The Friends will continue to expand educational programming, environmental awareness, facilities maintenance and development, as well as horticultural health and diversity. Our Birmingham Botanical Gardens constitutes a valuable resource for our community which must be maintained and enhanced for present and future visitors.

* Birmingham Botanical Society, Inc. dba Friends of Birmingham Botanical Gardens



BIRMINGHAM BOTANICAL GARDENS

enhancing life with plants

bbgardens.org

FRIENDS OF BIRMINGHAM BOTANICAL GARDENS EDUCATION SUMMARY & REPORT 2012/13

BOARD OF DIRECTORS UPDATE: AUGUST 22, 2013 for the period: July 1, 2012 – June 30, 2013

EXECUTIVE SUMMARY

This record year for the educational programs at Birmingham Botanical Gardens demonstrates a continued strong use of The Gardens' traditional and newly emerging education programs that are inclusive of people of all ages, cultures and capabilities. It also demonstrates the deep commitment that the staff has for The Gardens' mission of delivering high quality educational programs both on- and off-site. Programs are nature-based, with an emphasis on plants and the environment and the interactions of people with them.

- Overall participation in all education programs in 2012/13 trended upward with a **record high** of 26,182 individuals, 4% over 2011/12, itself a record high of 8% over 2010/11. Participation of 15,314 children in 2012/13 was approximately equivalent to those participating in 2011/12 following a 12% increase over 2010/11. Participation of adults in 2012/13 was 10,868, 12% over 2011/12 following a 13% increase over 2010/11.
- Significant Metrics in 2012/13 program participation include:
 - Children's "Discovery" Programs
 - ✓ **Discovery Field Trips** (docent-guided) **broke the goal of 10,000 children** for the second year in a row, posting an increase of 9% in 2012/13 following a 4% increase in 2011/12.
 - ✓ **Discovery Backpack Program** increased 4% in 2012/13 following a 12% increase in 2011/12 over 2010/11, its first year.
 - ✓ **Treasure Map**, a self-guided nature-based activity, increased by 500 students in 2012/13 following its introduction in 2011/12, when 70 students participated.
 - Summer Children's Programs
 - ✓ **Children's Summer Workshop** (fee-based) participation increased to a **record high** of 280 in 2012/13 following a 37% increase in 2011/12 over 2010/11.
 - ✓ **Gross-out Camp** (fee/scholarship-based) participation **doubled** with 120 children in 2012/13 from 60 children in 2011/12.
 - Adult Programs
 - ✓ **On-Site Adult Programs** overall increased slightly: up 3% over 2011/12 to a **record high** of 7,231 participants, due principally to increased weekend programming and self-guided "passport tours" by college students in the Birmingham Area Consortium of Higher Education (BACHE) in which The Gardens participates with a dozen cultural institutions.
 - ✓ **Plant Adventures** up 29% to 1,208 participants from 937 participants in 2011/12 and 365 in 2010/11.
 - ✓ **Certificate of Native Plant Studies** up 15% to 625 participants in 2012/13 from 545 in 2011/12.

August 22, 2013: Education Summary & Report 2012-13

- **Volunteers Participating** in education programs increased 20% over 2011/12 with an increase of 2% in contributed hours, indicating more volunteers working fewer hours (19 hours/year/volunteer).
- **Revenue:** Year end 2012 revenue = \$88,645 (Revenue budget = \$94,000)
June 30, 2013, YTD revenue = \$73,240 (YTD budget = \$66,760)

Strategic Planning After the adoption of The Gardens' Strategic Plan in January 2012, the Education staff worked to align new program initiatives with the "Tactics" identified within it (see p. 17, Birmingham Botanical Gardens 2012-2016 Strategic Plan). These are identified below and more fully explained in the detailed narrative that follows.

- **Stakeholders & Community Engagement**
 - ✓ **Tactic C2:** "Develop and implement programs, opportunities and incentives to attract younger and more ethnically diverse members and volunteers."
2012/13 Action: Education programs at The Gardens are intended to be inclusive and collaborative in nature and diverse in terms of age, race, ability levels, etc. of volunteers and participants. Program development focuses on both participant diversity and on delivery of information.
- **Strategic Planning: Partnerships**
 - ✓ **Tactic D2:** Research potential partnerships models in education, funding, facilities improvements and stakeholder engagement
2012/13 Action: Continuing process of listing potential partners and assessing the level of involvement. The partnership list is reviewed and updated at the end of each academic year.
 - ✓ **Tactic D2:** Seek partnership agreements.
2012/13 Action: Agreed on a formal contractual partnership with the Community Garden Coalition for Birmingham (signed on July 1, 2013). This partnership initiates a long-term educational outreach program concerning community-grown vegetables. High program growth potential.
- **Education**
 - ✓ **Tactic E1:** Develop messaging about educational impact and pursue media exposure.
2012/13 Action: Completed 2nd Education Impact Statement from data in this report for use with grant applications and compliance and with public information campaigns.
 - ✓ **Tactic E2:** Develop partnerships and programming to reach underserved groups.
2012/13 Action: Developed new middle-school Discovery Field Trip that includes transportation funding, often limiting to schools. Implemented free weekend on-site programs, "Get Into the Gardens" and "Sunday Scenes" to serve weekend visitors, frequently those with limited financial means. Met with Birmingham Mayor William Bell and City Council President Roderick Royal to discuss tree planting in communities damaged by 2011 tornadoes and with few funds for purchasing trees.
 - ✓ **Tactic E2:** Actively recruit and train new educational docents.
2012/13 Action: The placement of The Gardens' volunteer coordinator, who serves all departments, within Education ensures that classes, field trips and tours are staffed with trained education docents. Teacher and education volunteer recruitment and training are key to developing the new middle school field trip and weekend educational programs.
 - ✓ **Tactic E2:** Strengthen partnerships with school systems. Identify key players; teacher (continuing education) outreach with CEUs.
2012/13 Action: Planned for additional opportunities for summer teacher workshops, initiated in 2012 in partnership with the McWane Center.

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August 22, 2013: Education Summary & Report 2012-13

- ✓ **Tactic E2:** Develop and implement more outreach programs.
2012/13 Action: Four major outreach initiatives with community partners are being developed and continually improved: (1) Community gardening and nutrition, (2) Urban habitat restoration with native plants (3) Weekend education and (4) High school and college internships.
- ✓ **Tactic E3:** Build new educational spaces in master plan.
2012/13 Action: Contributed to design development of educational displays and spaces for new Conservatory exhibits. Initiated re-design for the Orientation Room to create additional capacity.

Additional Program Highlights

The efforts listed below contributed directly and/or indirectly, quantitatively and/or qualitatively, to the excellent year of 2012/13. Not all educational efforts immediately result in quantifiable metrics. Summer interns, for example, yield no numerical results but contribute immeasurably to the quality and stature of the educational program.

- **Plant Adventures Program** Refined its programs, participants and values in new categories that broadly define the tenets of the educational program as a whole (see "Plant Adventures" section, below).
- **Discovery Field Trip (DFT) Program Innovation:** Developed "Plants Inside-Out" a new botany-based (photosynthesis/respiration) Discovery Field Trip meeting Alabama State Course of Study standards for middle school, but with application to high school biology curriculum. Launch goal of late 2013 or early 2014. New Pollinator DFT has been developed for elementary students at the request of a teacher with a launch goal of late 2014 or early 2015.
- **Weekend Education:** Began Saturday and Sunday informal education programs primarily for those already visiting The Gardens. Renovated the Discovery Cart by adding casters and painting it by Vestavia High School art students, giving it a renewed utility for informal outdoor education settings. Four new weekend fee-based children's classes were offered on the theme of the use of plants for different cultural holidays. 40 attended two classes dedicated to the Girl Scouts and 29 attended the other two classes. These were offered as partial compensation for the cancellation of Holly Day Magic.
- **Community Gardening:** Developed a formal partnership agreement with the Community Garden Coalition for Birmingham (signed on July 1, 2013).
- **Centennial Tree Program:** Tided under the auspices of national partner, Garden Club of America, represented locally by the Little and Red Mountain Garden Clubs, tree seedlings were planted for the fourth consecutive year in George Ward Park in October 2012 with participation from numerous community and governmental groups. Goal was met to plant 1,000 native seedlings, grown from locally collected seed, by fall, 2012. Birmingham city councilwoman, Valerie Abbott, planted the thousandth tree.
- **Certificate in Native Plant Studies:** Ended its successful second year with 625 classroom seats filled, compared with 545 in 2011/12. Instructor and subject diversity expanded in 2012/13.
- **Education Committee:** Completed its third year of monthly meetings. Added four members of The Gardens' board of directors: Gary Burley (2012), Mary Williamson (2012), Mary Boehm (2013) and Chris Boles (2013). Additional members are: Albert Burge, Hana Burwinkle, Verna Gates, Carol Hagood, Joyce Lanning, Mike Malone and Sharon Nelson.
- **Hosting Meetings:** The Gardens plays a significant role in planning and conducting meetings for educational and environmental groups, serving as neutral ground for dialogue.

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August 22, 2013: Education Summary & Report 2012-13

- **Summer Interns:** Ian Hazelhoff, 2013 biology graduate of the University of the South, Sewanee, was funded by the Rotary Club of Shades Valley for a 12-week internship, the sixth since 2008. For the first time, a second college intern was added, funded by the Little and Red Mountain Garden Clubs and Birmingham-Southern College. Caroline Rowan, rising junior at Birmingham-Southern interned for 10 weeks. Also for the first time a high school student interned. Reid Pearlman, rising senior at Vestavia High School, interned for 10 weeks, receiving a small scholarship from The Gardens upon completion.
- **Varia:** From time to time, The Gardens is asked to participate in activities by institutions that require significant effort by the education staff. In 2012/13, we completed the editing of *America's Tree of Life: A Cultural and Natural History of the Pecan*, for the University of Alabama Press. We produced clonal "copies" of The Gardens' Moon Tree for use in the celebration of the hundredth anniversary of the University of Michigan's Space and Aeronautics Department.

OVERVIEW

Vision

Friends of Birmingham Botanical Gardens' vision is to make Birmingham Botanical Gardens one of the nation's preeminent botanical gardens.

Mission

Friends of Birmingham Botanical Gardens promotes public knowledge of plants, gardens and the environment and receives, raises and administers resources for these purposes.

Educational Programs

Core programs include botany, horticulture, natural history, ecology, landscape design and environmental science. Plants and nature serve as context for classes in science, art, travel, crafts, food, cooking, and human wellness.

Purpose

Friends of Birmingham Botanical Gardens (The Friends) provides education and educational resources for all ages and all sectors of the community, principally by stimulating interest in plants and nature, human dependence on them, and the need both to manage and to protect them.

Educational Resources

The Library at Birmingham Botanical Gardens, Gerlach Plant Information Center (GPIC), Adventure and Exploration Classrooms, Arrington Plant Adventure Zone (PAZ), Enabling Garden, Conservatory and The Gardens' living and non-living collections are all utilized for educational programs. Outreach programs may be conducted off-site and larger classes, such as conferences and seminars, may be held in the Garden Center rooms.

Special Note on Funding

General funding for all education programs and activities is provided by private donations from numerous foundations, individuals and businesses, and revenue from events such as the Spring and Fall Plant Sales and Antiques at the Gardens. Program-specific funding sources are listed after the program(s) funded. Because of this support, of the 15,000+ children who attended The Gardens' programs in 2012-13, 98% did so for free.

In-Kind Support

For nearly 50 years, The Gardens has been an excellent example of a public/private partnership between the City of Birmingham (through its Park & Recreation Board) and Birmingham Botanical Society, Inc., dba Friends of

August 22, 2013: Education Summary & Report 2012-13

Birmingham Botanical Gardens. Education programs depend on invaluable administrative and operational in-kind support from the City of Birmingham.

Volunteer Support

Delivering our education programs would not be possible without the support of volunteers. In 2012/13, 300 volunteers gave 5,641 hours to support education programs and activities. The 2013 Volunteer Educator of the Year was Sallie Lee of the Alabama Cooperative Extension System.

Education Staff

Ellen Hardy	Education Program Coordinator
Henry Hughes	Director of Education
Jennifer Sanders	Plant Adventures Coordinator
Taylor Steele	Volunteer Coordinator
Phyllis Sutton	Education Activities Specialist (Until May 2013)

2013 Interns

Ian Hazelhoff	Shades Valley Rotary Club Summer Intern (14 weeks)
Caroline Rowan	Birmingham-Southern Summer Intern (10 weeks)
Reid Pearlman	High School Summer Intern (10 weeks)

Children's Education Programs

Discovery Field Trips (DFT)

Our award-winning, flagship program is designed to meet the Alabama State Course of Study (kindergarten – sixth grade) on six elementary school science themes: plant growth and development, nutrient cycling (George Washington Carver), Native American history, tropical rainforests, interdependence of plants and animals, and trees. These programs are offered free to schools and students and are led by trained docents.

2012/13 Accomplishments

- Educated 10,152 students (overall 9% increase over 2011/12)
 - Urban school systems (principally City of Birmingham) = 6,260 students
 - Suburban schools = 1,278 students
 - Out of county schools = 1894 students
 - Private and home-schools = 720 students

2012/13 DFT Partnerships

- **The Junior League of Birmingham** funds bus transportation and books for each participating Birmingham City School attending DFTs and is providing two project chairs and 21 active volunteers.
- **Vulcan Materials** is providing transportation funding for Bessemer City Schools.
- **Birmingham Audubon Society** "Bird Walks" started on Mondays and Fridays during April and May in the Alabama Woodlands in partnership with DFT. Birmingham Audubon Society provided mini-grants directly to teachers for transportation costs.
- **City of Birmingham** – During Conservatory renovation, continued with Tropical Rainforest DFT by virtue of Gregg Clark setting up displays of tropical plants outside.

Discovery Backpack Program

Based on Alabama Performance Standards for 4-year olds (pre-school) and Alabama Course of Study: Science (K-6), Biology and Botany (high school). Pre-school students discover plants and nature in all seasons by exploring through the senses. High school students identify trees native to Alabama. The backpacks may be checked out at the receptionist's window at no cost.

August 22, 2013: Education Summary & Report 2012-13

2012/13 Accomplishments

- Educated 698 students (increased 4% over 2011/12).
- *Meet The Gardens: A Treason Map* designed and implemented for students, teachers, and families for self-guided discovery of The Gardens. Curriculum-based activity goals were designed to promote observation skills and collaboration. 570 students participated in the second year, an 8-fold increase.

New Middle School DFT: "Plants Inside-Out"

2012/13 Accomplishments

- Based on the Alabama Course of Study and National Science Education Standards, subjects will include plant cellular anatomy, growth and development, and physiology. Focus is on seventh grade but applicable to sixth and eighth grades, and adaptable for high schools.

2012/13 Partnerships

- Consulted with partners Dr. Beverly Radford and Ms. Becky Striplin of the University of Alabama at Birmingham, Mr. Ryan Reardon of the Jefferson County International Baccalaureate School and Mr. Sam Kindervator of the Highlands School to determine content and teaching methods.

Funding

Funding was received from City of Mountain Brook, City of Vestavia Hills, The Hugh Kaul Foundation, Junior League of Birmingham, Mike and Gillian Goodrich Charitable Foundation, Regions Financial Corporation, Robert R. Meyer Foundation, Vulcan Materials Company, and Wells Fargo Foundation.

- Junior League of Birmingham provided 22 volunteers, transportation, and books for Birmingham City Schools.
- Regions Financial Corporation provided transportation funding for schools impacted by the 2012 tomatoes in the Birmingham area.
- Vulcan Materials Company funded buses for Bessemer City Schools.

Children's Summer Workshops

This annual children's program is revenue producing and led by experienced certified teachers. Week-long topics are designed to promote creativity and to provide opportunity for discovery. Topics include: cooking with fresh herbs and vegetables harvested from The Gardens, nature exploration, and visual arts. New topics in 2012 included "American Girl" and "Legos in the Landscape." Workshops span June and July; reporting is for the previous complete program, in this case June and July 2012.

2012 Accomplishments

- 280 children attended in June/July, 2012 (2% increase over 2011).
- 2012 program generated \$36,000 (highest revenue on record and 6% increase over 2011).

Children's Classes

2012/13 Accomplishments

- New Weekend Classes: Introduced fee-based children's classes, taught by certified teachers, with plant based themes seasonally to encourage children's continued participation and offer learning opportunities throughout the school year.
- "Seasons on Saturdays," free session with themes to discover plants that make each season special.
- "Van Gogh in The Gardens." Facilitated by Mary Jane Coker, a certified elementary art teacher, students painted using the style of Van Gogh. Each student completed a painting to be framed and displayed.

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- "Fall Butterfly Expedition," facilitated by Sharon Pollard was our first fee-based class designed exclusively for girl scouts. A total of 10 scouts attended. Each child took home a milkweed plant in addition to new knowledge about monarch butterflies.
- Held two "experimental" educational classes on chocolate on the morning and afternoon of one Saturday. One was a private birthday party; one was open to the public.

Children's Outreach Education

2012/13 Accomplishments

Free on- and off-site programs which The Gardens helped to organize with community partners:

- Earth Day at the Gardens: 250 participants.
- Fresh Air Family "Gross-Out Camp:" 120 participants for 40 hours per participant for 6 weeks.
- Fresh Air Family Saturday morning "Hikes for Tykes:" 250 participants.
- Tree identification and seed collection, Red Mountain School: 20 participants.

Free on- and off-site programs in which The Gardens participated:

- Better Basics: 500 participants.
- Birmingham Cultural Alliance Partnership (BCAP): 235 participants.
- Member Appreciation Day: 50 participants.
- Salamander Festival: 325 participants.
- Urban Forestry Fair: 500 participants.

Funding

BCAP program funding was through the 21st Century Community Learning Center.

Garden Explorations

This free program is designed for elementary children ages 6-12 enrolled in the City of Birmingham Park and Recreation Center programs. It is led by experienced certified teachers, who introduce camp participants to basic gardening topics, such as: Soils, Plant Propagation and Plant Maintenance.

2012/13 Accomplishments

- 386 participants

Funding

This program has been funded for 12 years by generous gifts from Mrs. Jimmie Hess, through the Hess Foundation. Transportation is provided by the Birmingham Parks & Recreation Department.

Adult Education Programs

Adult Classes and Workshops

Fee-based activities with topics including gardening and horticulture, cooking and crafts, art and photography, nature and family, wellness, and the Certificate in Native Plants Studies program.

2012/13 Accomplishments

- Traditional fee-based adult classes decreased in participation 42% to 1,687. This was due to a new emphasis on developing "series" classes with partners, such as the Alabama Cooperative Extension System and the Green Resource Center of Alabama, offered free of charge, with the intent of drawing larger audiences per class. Brown Bag Lunch & Learn seminars, for example, drew 65 participants ("Prune & Feed") and 50 participants ("Tree Care") in August 2012. Many others were offered during the year drawing substantial audiences. Development of partnership-classes is continuing in 2013 to increase diversity and attendance to classes with practical application to homeowners.

August 22, 2013: Education Summary & Report 2012-13

- Completed the second year of the Certificate in Native Plant Studies program. Very strong participation increased 15% over 2011/12, attracting 625 students to 34 classes and field trips. This yielded an average of 90% capacity on classes capped at 20 participants each to ensure quality education.
- Continued popular weekly yoga classes for a full year in 2012/13, which had been running for nine months in 2011/12. Over 30 individuals repeatedly participated in over 40 classes in 2012/13.
- The Birmingham Audubon Society offered several birding classes during the year, principally as a means to reinforce its new education partnership with The Gardens. Monthly meetings were moved to The Gardens beginning in January 2013 and will continue in 2013/14.
- Junior Board evening classes targeting young professionals continued successfully for a second year.
- Southern Tales: Songs, Stories and Sing-A-Long event featured Dolores Hydock and Bobby Horton, who performed to a sold out crowd - now for four years in a row.

Meetings and Seminars

The Gardens provided "neutral ground" for dialogue concerning important environmental issues and hosts opportunities for on-going discussions which education partners organized:

2012/13 Accomplishments

- Hosted the (fourth) annual environmental "Forum 2012," in partnership with the Interfaith Environmental Initiative of Alabama (IEIA; www.InterfaithEnvironmental.org.), drawing over 90 participants from business, government, the environmental community and a diversity of faith-based organizations.
- Hosted the Alabama Environmental Council's Climate Change Symposium 2013; drew approximately 70 participants.
- Hosted an all-day "In-Stream Flow" Symposium with the Alabama Rivers Alliance and the Southern Environmental Law Center concerning the development of a state-wide water policy by the end of 2013, as directed by Governor Robert Bentley. Keynote speaker was the head of ADEM. Ninety attendees represented diverse stakeholder agencies and organizations across Alabama.
- Hosted the 40th anniversary celebration of the Clean Water Act, partnering with the Alabama Coastal Foundation and the Alabama Rivers Alliance, drawing over 100 participants.
- Hosted a two-day conference of the southeastern region of the Sentinel Plant Network (a collaboration between the American Public Gardens Association and Cornell University) on the subject of an insect that is the vector for a fungal disease of host plants in the laurel family, that includes sassafras and red bay, both native to Alabama.

The Gardens also hosted meetings and event for which it was the principal organizer:

2012/13 Accomplishments

- Taylor Steele hosted the Greater Birmingham Volunteer Managers Association monthly meeting.
- Jennifer Sanders hosted a regular meeting of the Community Garden Coalition at The Gardens and is continuing to explore collaborative possibilities.
- Jennifer Sanders hosted the Emerging Young Leaders program, a group of middle school-aged girls from various schools around the city. This program is a service project of the Phi Iota Omega chapter of Alpha Kappa Alpha. The children and adults toured the Gardens, learned about native ecosystems, and assisted with trail maintenance as a part of their environmental learning unit.
- Hosted Earth Day at The Gardens 2013, drawing 550 participants.

Presentations at Conferences and Meetings

2012/13 Accomplishments

- Educational lectures and Gardens tours of at least one hour given by staff for students, garden clubs, professional associations, etc., totaled 2,086 participants, approximately equal to 2012/13. Presentations were made by a number of staff members. Examples include:

August 22, 2013: Education Summary & Report 2012-13

- ✓ Jennifer Sanders presented at the annual VA Southeastern Blind Rehabilitation Center Veteran's Conference.
- ✓ Ellen Hardy spoke about The Gardens' education programs to the Kiwanis Club of Inverness, the Master Gardeners of Jefferson County and at the Birmingham City School Teacher Science Workshops.
- ✓ Taylor Steele presented at the annual meeting of the Environmental Education Association of Alabama.
- ✓ Annual presentations at the Audubon Mountain Workshop in May by John Manion (Native Alabama Wildflowers) and Henry Hughes (Riparian Trees). Total audience was 80 adults and children for three hours per participant.

Community Outreach

These may range from one-time events with one partner to events conducted over a number of years with multiple community partners.

2012/13 Accomplishments (a sampling)

- Completed a 5-year project begun in 2008 with the Little and Red Mountain Garden Clubs (Garden Club of America chapters) to plant 1,000 trees in the City of Birmingham's George Ward Park. Seedlings were grown at The Gardens with seed collected from 100+ year-old park trees, which were alive in 1925 when the park opened. The trees are native to the site and are generally not commercially available. Over 25 volunteers and FOBBG staff participated.
- Participated in the celebration event in George Ward Park in April 2013 with the two participating garden clubs and the City of Birmingham. Councilwoman Valerie Abbott, Fred Spicer and Henry Hughes spoke.
- Collected ~4,000 seeds to ensure 1,000 community trees for planting in 2014. Five hundred seedlings are available for planting in fall 2013.
- Potted 2,300 native tree seedlings with student-volunteers from the Arlington School in Birmingham in preparation for launching a larger community tree planting program in 2013/14.
- Taylor Steele conducted a 2-day education program, "Riparian Stream Study," with one hundred 6th graders from North Jefferson Middle School at Turkey Creek Nature Preserve.
- Taylor Steele conducted 5 all-day classes for 260 students at Trussville Middle School on the leadership role of The Gardens in plant and water conservation.
- Henry Hughes led six off-site field classes on forest biomes for 80 students of environmental science from Homewood High School.
- Henry Hughes attended the Samford University senior biology seminar poster session, asking students to explain their research results. (Professors request that community representatives attend to give the students the experience of articulating their research results in an extemporaneous setting.)
- 90 Pell City High School 9th grade honors biology students were at The Gardens for a two-day botany field study. Taylor Steele was assisted by teacher Brad Wagauspak and Torn Diggs, adjunct professor at Birmingham-Southern College.
- 50 students from the W.J. Christian and Robertson Elementary Readers Club toured the Herb Terrace in conjunction to finishing their last book of the year Flutter, by Erin Moulton.
- 45 students from Tuscaloosa Center for Technology toured the BBG potting shed and greenhouses, led by Taylor Steele and Henry Hughes.
- Taylor Steele and Henry Hughes led afternoon tours of The Gardens for Dr. Juan Lopez and his 20 botany students from the University of Alabama.
- Taylor Steele and Henry Hughes provided a 2-hour tour of The Gardens to 30 docents from the University of Tennessee arboretum in Oak Ridge, TN.

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Plant Adventures

Plant Adventures offers an evolving framework to explore the significance of people-plant interactions in promoting human well-being and the health of the planet. One role of the Birmingham Botanical Gardens is to facilitate such interaction in this unique urban plant space and in outreach to the community.

- Four programs, all offered free of charge to all participants, have been developed:
 - ✓ In the Zone to offer experiential opportunities in the Arrington Plant Adventure Zone outdoor classroom space. (234 participants in 2012/13)
 - ✓ Adventures in the Gardens to provide appropriately-adapted botanical education in The Gardens. Occasional golf cart tours are offered for people with genuine mobility impairments. (498 participants in 2012/13)
 - ✓ Plant Adventures Student to provide hands-on opportunities to work and learn for youth and young adults in school-to-work transition programs. (Participants included in In the Zone for 2012/13)
 - ✓ Outreach Adventures provides outreach educational experiences for children and adults in the community. (394 participants in 2012/13)

2012/13 Accomplishments

- Provided appropriately-adapted botanical education to 1,117 participants from varied parts of the Birmingham community, including Children's Hospital, United Cerebral Palsy, Disability Rights and Resources, Glenwood, Triumph Services, P.E.E.R. Inc, Princeton Towers, Golden Living Trussville, Wenonah High School, Western Mental Health Center, Mount Royal Towers, UAB Psychiatric Services, and Kirkwood by the River.
- Collaborated with the Volunteer Coordinator to develop a program for inclusion volunteering at The Gardens to allow individuals with disabilities to engage in meaningful volunteer opportunities.
- Completed native plantings in the Enabling Garden.
- Continued working with the principles of universal design to improve the accessibility of The Gardens.
- Continued to develop appropriate, adaptable education materials for use with diverse groups both at The Gardens and in outreach in the community.
- Hosted a meeting with Glenwood and Triumph Services concerning increasing their participation in Plant Adventures (to a weekly basis).
- Visited Skyland Trail, a non-profit, community-based facility for mental health in Atlanta, with an intensive program in horticultural therapy, and the Atlanta Botanical Gardens.
- Attended the open house for the new Disability Rights and Resources center and suggested program ideas for how their consumers might make use of the existing plantings.
- Created an ongoing poetry garden exhibit and recreated the classical seven-circuit labyrinth in the Arrington Plant Adventure Zone after numerous expressions of interest from people in the community.

Funding

Plant Adventures-specific funding was provided by Publix Super Market Charities, Inc. and Hill Crest Foundation.

Summer Internships

Internships provide Alabama high school and college students or recent graduate with the opportunity to explore careers in public garden management. This effort tripled over that of 2011/12.

2012/13 Accomplishments

- Hosted the sixth consecutive Rotary Club of Shades Valley summer college intern. Ian Hazelhoff, a graduate of the University of the South, Sewanee, with a major in biology, was chosen from seven finalists representing six colleges and universities. Funding was provided with money raised at the annual Botanical Bash held at The Gardens. Ian's special project involved habitat restoration of Avondale Park, Birmingham.

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- For the first time, a second college intern was added, funded by the Little and Red Mountain Garden Clubs and Birmingham-Southern College. Caroline Rowan, rising junior at Birmingham-Southern interned for ten weeks. Caroline's special project involved tree planting and herbaceous plant colonization in George Ward Park, Birmingham.
- Also for the first time a high school student interned. Reid Pearlman, rising senior at Vestavia High School, interned for ten weeks, receiving a small scholarship from The Gardens upon completion. Reid assisted the two college interns and participated in a broad range of horticultural activities at The Gardens.

Volunteer Programs

Volunteers impact every aspect of The Gardens' operations and are essential to delivering education programs. Volunteers are critical to the success Discovery Field Trips, serving as facilitators, motivators and role models for over 10,000 school children every year. They also are indispensable in delivering outreach education and garden tours.

Discovery Fieldtrip Programs, Outreach Education Events and Docent-Led Garden Tours 2012/13 Accomplishments

- In 2012/13, 300 individuals gave 5,641 hours to support education programs, children's summer camps, and education outreach.
- The Gardens' docents lead over 500 visitors interpreting many elements pertaining to the botanical, historical, and horticultural highlights of each garden. Docents are required to complete training sessions, held on a monthly basis with invited guest speakers, who provide valuable educational insight.

Volunteer Development and Education Programmatic Development

To maintain excellence in the delivery of adult and children's education programs, the following was provided to volunteers:

Continuing Education Classes for Discovery Field Trip & Garden Docent Volunteers

- Launched plan for Discovery Field Trip Docents, Garden Docents and Plant Adventure Zone Volunteers to take up to 16 hours of free classes including, but not limited to, Certificate in Native Plant Studies Saturday classes and Alabama Cooperative Extension System classes.
 - ✓ Benefits include increasing diversity among volunteers interested in botany but who may be on a limited budget (e.g., High School, College Student, Fixed/Low Income)
 - ✓ Participants assist with recruitment of new volunteers during classes.
 - ✓ Opportunity for new Master Gardeners to continue horticulture/botany classes, and accrue volunteer hours for certification

Weekend Programming - Spring, 2013

- Get Into The Gardens! Saturday "family friendly" hands-on educational talks/activities given throughout The Gardens to inform, inspire and engage participants were launched.
- Sunday Scenes - Guided tours, geared to adults, showcasing specific gardens, or plants, based on seasons or docent interest were launched.

Teacher Training and Professional Development - Spring 2013

- Middle school project-based learning launched.

Volunteer Coordinator Professional Development

Taylor Steele completed training to be credentialed as a Certified Volunteer Administrator after submitting a 17 page narrative on his duties as volunteer coordinator at The Gardens.

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Partnership Development and Strategic Plan Implementation

In 2012/13 The Gardens continued to develop formal relationships with community partners for richer program development. Each partner varies in its degree of involvement with education programs, however certain characteristics define all of them, such as: sharing and promoting our educational mission, sharing our values and ethics, enhancing our reputation, sharing resources (such as instructors and venues), deepening and broadening our separate and shared programs, and impacting our metrics positively.

2012/13 Accomplishments

- Worked on significant partnership development with several key organizations:
 - Birmingham Audubon Society:** Moved monthly meetings to The Gardens.
 - Birmingham Parks & Recreation Department:** Collaborated on community tree planting.
 - Central Alabama Science Educator's Exchange:** Taylor Steele became staff contact.
 - Community Garden Coalition for Birmingham:** Collaborated to develop formal agreement.
 - Environmental Educators' Association of Alabama:** Displayed at annual meeting for first time.
 - Environmental Initiative of Alabama:** Participated in process of renaming and redefining mission.
 - Fresh Air Family, Inc.:** Increased number of and instruction in summer nature camps.
 - Greater Birmingham Volunteer Manager's Association:** Taylor Steele became certified; hosted meeting.
 - Green Resource Center of Alabama:** Developed series of "brown bag" lunch lectures.
 - Jefferson County Department of Health:** Developed series of public information posters.
 - International Services Council (U.S. State Department):** Hosted garden tours (Africa).
 - Junior League of Birmingham:** Discovery Field Trip funding and docent leadership.
- Example of a partnership development (with Community Garden Coalition (CGC) for Birmingham):
 - August 2012:** Met members of the CGC at a film on agricultural soils hosted by The Gardens.
 - September 2012:** Met with the board of the CGC about potential collaboration.
 - October 2012:** Participated in a regular meeting of the CGC at a community garden site.
 - November 2012:** Hosted a "meet & greet" for CGC at The Gardens with 30 attendees.
 - February 2013:** Toured eight community gardens in east Birmingham with Laure Friedman.
 - April 2013:** Conducted Earth Day at the Gardens 2013 in partnership with the CGC.
 - June 2013:** Drew up partnership agreement (memorandum of understanding, signed on July 1, 2013).

In addition, The Gardens participated in the following activities supportive of community gardening:
 Hosted lecture by Felder Rushing, promoting his new book *Garden Hearts* drawing 132 participants.
 Hosted a meeting with Jennifer Ropa and Mark Rubino from the Food Policy Council.
 Participated in a panel on the film "Truck Farm" for the Sidewalk Film Series environmental series.

Education Program Administration**2012/13 Accomplishments**

- Monthly Education Summary Reports to the executive committee of the board of directors, begun in December 2010, have been submitted each month in database and narrative form. This provides a "snapshot" of the education program status, progress and plans.
- "Mission Minute," begun in 2012, is a brief summary of education program highlights delivered verbally to the board of directors at each monthly meeting. The education staff and other FOBBG staff tangentially related to the education program rotate in the delivery, highlighting one aspect of the program each month. This allows board members to know the staff and the programs that they represent better.
- The Education Committee meets monthly for approximately one hour to discuss the education program. Membership is comprised of education staff, members of The Gardens' board of directors, and members of the community involved in the educational programs.

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Program Summary Data

Following is the summary data from the previous three years from which calculations within this report were made.

**BIRMINGHAM BOTANICAL GARDENS
EDUCATION PROGRAMS****THREE-YEAR SUMMARY: 2010/11 - 2012/13**

ACADEMIC YEARS: 1 July - 30 June	2010-11	2011-12	2012-13
CHILDREN'S PROGRAMS	13,663	15,390	15,314
ADULT PROGRAMS	8,571	10,185	10,868
TOTAL ALL PROGRAMS - ALL AGES	22,234	25,575	26,182

CHILDREN'S PROGRAMS

DISCOVERY FIELD TRIPS - SCHOOL TYPES	2010-11	2011-12	2012-13
Urban Schools	6,645	6,654	6,260
Suburban Schools (including OTM schools)	601	1,164	1,278
Out-of County Schools	1,178	818	1,894
Other, Private, Parochial and Home Schools	1,243	1,420	720
SUBTOTAL - DISCOVERY FIELD TRIPS	9,667	10,056	10,152

OTHER ON-SITE CHILDREN'S PROGRAMS	2010-11	2011-12	2012-13
Discovery Backpack Program	597	668	698
Better Basics M.O.R.E. Luncheons	485	525	500
Children's Classes	*	32	150
Earth Day at The Gardens	450	430	250
Garden Explorations	441	425	386
Children's Summer Workshops	200	274	280
"Plants Try It" Girl Scout Project	215	152	198
Various Events (Weekend Ed., Butterflies, etc.)	125	*	200
Treasure Map (Independent from DFT)	*	70	570
Guided Tour/Program (other than DFT)	*	375	375
Fresh Air Family Nature Camps	91	60	120
Fresh Air Family Saturday Nature Hikes	300	416	250
Birmingham Cultural Alliance Partnership	180	235	235
SUB-TOTAL - OTHER ON-SITE CHILDREN'S PROGRAMS	3,084	3,662	4,212

TOTAL ON-SITE CHILDREN'S PROGRAMS	12,751	13,718	14,364
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APPENDIX 4

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OFF-SITE CHILDREN'S PROGRAMS	2010-11	2011-12	2012-13
Urban Forestry Fair	255	469	500
Member Appreciation Day	*	175	50
Fishing Rodeo / Spring Fling	257	572	25
Christmas Tree Lighting at Linn Park	150	*	50
Salamander Festival	250	300	325
Clover Crawl	**	156	*
TOTAL OFF-SITE CHILDREN'S PROGRAMS	912	1,672	950
ALL CHILDREN'S PROGRAMS	2010-11	2011-12	2012-13
DISCOVERY FIELD TRIPS	9,667	10,056	10,152
OTHER ON-SITE PROGRAMS	3,084	3,662	4,212
OFF-SITE PROGRAMS	912	1,672	950
TOTAL PARTICIPATION CHILDREN'S PROGRAMS	13,663	15,390	15,314

ADULT PROGRAMS

PLANT ADVENTURES	2010-11	2011-12	2012-13
Plant Adventures (Children & Adults)	365	937	1,208
SUB-TOTAL PLANT ADVENTURES	365	937	1,208

OTHER ON-SITE ADULT PROGRAMS	2010-11	2011-12	2012-13
Certificate in Native Plant Studies	*	545	625
Adult Classes and Workshops	1,870	2,372	1,062
Southern Tales	325	302	289
Discovery Field Trips	1,350	1,408	1,436
Docent Training Program	210	208	235
Docent Led Garden Tours / College Cultural Passport	*	1101	1727
Spencer Lecture	243	301	331
Celebrity Lectures (Includes Antiques' speakers)	595	365	345
Earth Day at The Gardens	100	120	250
Various Events (US State Dept., Weekend Ed., etc.)	50	*	470
Teacher Workshops	25	*	25
"Plants Try-It" Girl Scout Project	80	60	76
Birmingham Cultural Alliance Partnership	25	25	25
Garden Explorations	63	40	85
Fresh Air Family Saturday Nature Hikes	178	185	250
SUB-TOTAL OTHER ON-SITE ADULT PROGRAMS	5,114	7,032	7,231

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August 22, 2013: Education Summary & Report 2012-13

OFF-SITE ADULT PROGRAMS	2010-11	2011-12	2012-13
Member Appreciation Day	*	20	100
Teacher Workshops	*	40	25
Other	200	*	218
SUB-TOTAL OFF-SITE ADULT PROGRAMS	200	60	343

CONFERENCES & MEETINGS	2010-11	2011-12	2012-13
Botanical Gardens, Colleges & Universities	150	479	298
Environmental Orgs. & Professional Associations	300	130	298
Horticultural Orgs. & Societies, Master Gardeners	561	444	298
Garden Clubs	415	298	298
Civic Organizations & Government	25	0	298
Other	846	395	298
Environmental & Horticultural Conferences	595	410	298
SUBTOTAL CONF. & MEETINGS	2,892	2,156	2,086

ALL ADULT PROGRAMS	2010-11	2011-12	2012-13
PLANT ADVENTURES (Includes about 25% children)	365	937	1,208
OTHER ON-SITE PROGRAMS	5,114	7,032	7,231
OFF-SITE PROGRAMS	200	60	343
CONFERENCES & MEETINGS	2,892	2,156	2,086
TOTAL PARTICIPATION ADULT PROGRAMS	8,571	10,185	10,868

VOLUNTEER PARTICIPATION *	2011-12		2012-13	
	#VOLS	HOURS	#VOLS	HOURS
EDUCATION PROGRAMS	250	5,524	300	5,641
TOTAL VOLUNTEER PARTICIPATION	250	5,524	300	5,641

* The average education volunteer worked:
 22 hours in 2010-11 (230 volunteers worked 4,981 hours)
 22 hours in 2011-12 (250 volunteers worked 5,524 hours)
 19 hours in 2012-13 (300 volunteers worked 5,641 hours)



2612 Lane Park Road
 Birmingham, Alabama 35223
 205.414.3950 bbgardens.org
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BIRMINGHAM MUSEUM OF ART 1000 Rev Abraham Wash, Jr Blvd Birmingham, Alabama 35203-2272 Tel: 205-254-2855 Fax: 205-254-2724 www.birmingham.org

September 27, 2013

Sam Gaston City of Mountain Brook PO Box 130009 Mountain Brook, AL 35213

Dear Mr. Gaston,

On behalf of the Birmingham Museum of Art, I would like to sincerely thank you, Mayor Oden, and the Mountain Brook City Council for their generous support of our educational programming. The signed contract is enclosed.

The Museum has been an integral part of Birmingham's cultural fabric for over a half century. We are committed to providing an unparalleled cultural and educational experience to you, your citizens, and the thousands of individuals who visit the Museum each year. Your support reflects your commitment to help us enrich the quality of life for your citizens and we are grateful for the role that you have taken in creating access to the arts, recognizing the positive role that our museum plays in building strong communities.

After the first of the year, Madeleine Walker, our Development Manager for Grants & Proposals, will be requesting to be put on the agenda to formally thank the City for its ongoing support and to talk about some of exciting things we have coming up at the Museum in 2014.

Regards,

[Signature]

Gail Andrews The R. Hugh Daniel Director 205-254-2855 / gandrews@arbama.org

Thank you so much for your support. Hope gets well with the flu.

EXPLORE THE WORLD / DISCOVER YOURSELF

CONTRACT FOR SERVICES Fiscal Year 2014

This contract for services ("Contract") is entered into by and between City of Mountain Brook, an Alabama municipal corporation ("City") and the Birmingham Museum of Art, a non-profit corporation organized under the laws of the State of Alabama ("Contractor").

Whereas, City desires to increase the learning opportunities for students in its school system; and

Whereas, Contractor has developed certain programs, exhibitions and learning laboratories which, in City's opinion, will be helpful and instructive to such students; and

Whereas, such programs, exhibitions and learning laboratories are not available in the Mountain Brook school system; and

Whereas, City has agreed to pay Contractor the sum of thirteen thousand dollars (\$13,000.00) in consideration of Contractor providing City the services referred to in this Contract.

Now, therefore, in consideration of the premises and in consideration of the covenants and agreements contained herein, City and Contractor hereby agree as follows:

- 1. City shall pay to Contractor the sum of thirteen thousand dollars (\$13,000.00), upon execution of this contract for services for one year from the date of execution.
2. In consideration of the payment of the Contract Funds as provided herein, Contractor shall provide at least the following services to City ("Services"):
a. Contractor will continue to provide, free of charge, tours of the permanent collection to all students in the Mountain Brook Education system.
b. Teachers of the Mountain Brook school system will be permitted to attend teacher-training seminars and special in-service workshops conducted by Contractor. In addition, teachers will have access without charge to materials in the Contractor's Teacher Resource Center. The Contractor will also make Culture Cases, poster sets, and other educational materials available to teachers for curriculum enhancement. Teachers also have the option for interdisciplinary museum tours and studio classes. These offerings focus on the Museum's permanent collection and complement and enhance core curricula of language arts, social studies, science and math. Tours may include hand-on art lessons that tie into these various curricula.

- c. Contractor will offer the opportunity for an art-making outreach program onsite at a Mountain Brook City school or Emmet O'Neal Library targeting elementary, middle school and high school students.
d. During each year of the term of this Contract, Contractor will make available a series of lectures and other programs relating to the Museum's permanent collection and special exhibitions as a part of the programs conducted by the Emmet O'Neal Library, or other locations, in the City of Mountain Brook.
e. The City will have the opportunity to host one "Mountain Brook Night" at the Museum, during the year of its contract for services. Museum rental fee will be waived for the event (overhead charges for security and catering will be the responsibility of the City).

- 3. Contractor shall provide the personnel, supplies, equipment and expertise necessary to fulfill its obligations under this Contract. Contractor is an independent contractor and none of its agents or employees shall be deemed to be under the control of City nor shall any of the agents, or employees of other persons, firms or corporations conducting business for or on behalf of Contractor be deemed to be agents or employees of City.
4. Contractor shall indemnify and hold harmless the City and its agents, employees and elected officials, from and against all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including but not limited to attorneys' fees and court costs, which may be asserted against, or suffered by, City or its agents and employees arising out of, or in connection with: (a) the performance, or attempted performance, by Contractor or its agents or employees of Contractor's obligations under this Contract; and (b) any claim that the Contract Funds were improperly paid by City to Contractor.
5. Contractor agrees to employ accounting procedures which are appropriate to the types of operations conducted by Contractor and which are customary to similar operations. All financial records and other documents pertaining to this Contract shall be maintained by Contractor for a period of three (3) years after the expiration or termination of this Contract. City shall have full access to, and the right to examine, any of such financial records and other documents at all reasonable times during the term of this Contract and during said three-year period. Contractor agrees that upon request from the City, Contractor will submit to, and cooperate with, periodic audits by the Alabama Department of Public Examiners or other audit procedures requested by the City.
6. If Contractor fails to comply with the provisions of this Contract, such failure shall constitute a default under this Contract and, unless corrected by Contractor within thirty (30) days following receipt of written notice from City of such

default, shall be deemed a breach of this Contract and City shall have a right to terminate this Contract by giving Contractor twelve (12) days prior written notice of such termination, and City shall not be obligated to make any additional payments to Contractor. Such termination of this Contract by City shall not relieve Contractor of any of its obligations or liabilities to City under the provisions of paragraph 4 of this Contract, whether such obligations or liabilities occur or accrue before or after the termination of this Contract.

In witness whereof, the Birmingham Museum of Art has caused this Contract to be executed by its duly authorized Director and City of Mountain Brook has caused this Contract to be executed by its duly authorized Mayor, all as of the 12 day of Nov, 2013.

ATTEST: Birmingham Museum of Art
Secretary _____ By _____ Its Director

ATTEST: City of Mountain Brook
Steven Boone _____ By _____ Its Mayor
City Clerk

APPENDIX 5

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Criteria	Date of Program	Adults Benefitted	Students Benefitted
Any art-making outreach through Emmet O'Neal Library		Total: 0 Adults	Total: 0 Youth
	N/A	N/A	N/A
Any lectures or programs related to the collection that occurred in Mountain Brook (i.e. at the library)		Total: 0 Adults	Total: 0 Youth
	N/A	N/A	N/A
Number of students/people in the 35213 and 35233 zip codes who attended studio classes		Total: 4 Adults	Total: 7 Youth
Number of students/people in the 35213 and 35233 zip codes who attended art camp		Total: 0 Adults	Total: 50 Youth
Number of students/people in the 35213 and 35233 zip codes who were involved in the Teen Program		Total: 0 Adults	Total: 0 Youth
Number of students/people in the 35213 and 35233 zip codes who were involved in the Ambassador Program		Total: 4 Adults	Total: 0 Youth
Number of students/people in the 35213 and 35233 zip codes who were involved in Student Exhibitions		Total: 0 Adults	Total: 32 Youth
Youth Art Month 2013 Visions: The Civil War in Symbolic Images	3.3.13 5.13		2 Youth 30 Youth
	MB Total Benefitted FY 2012-2013	85 Adults	687 Youth

Criteria	Date of Program	Adults Benefitted	Students Benefitted
List of tours with attendance for Mountain Brook schools		Total: 69 Adults	Total: 475 Youth
Crestline Elementary School	11.15.12	15	45
Crestline Elementary School	11.16.12	20	60
Brookwood Forest Elementary School	11.29.12	2	78
Cherokee Bend Elementary School	12.18.12	12	80
Mountain Brook Elementary School	12.21.12	12	90
Crestline Elementary School	5.16.13	8	122
List of tours with attendance for any groups based in Mountain Brook		Total: 4 Adults	Total: 38 Youth
N. E. Miles Jewish Day School	1.2.13	4	38
Number of attendees to teacher training seminars and teacher in-service workshops.		Total: 3 Teachers	
Mountain Brook Junior High School (Using Visual Arts to Encourage Thinking & Writing)	2.7.13	1 Teacher	
Crestline Elementary School (Kaleidometrics)	5.2.13	2 Teachers	
List of classrooms and teachers who used educational materials (culture cases, teacher resource center materials, posters, etc.)		Total: 1 Teacher	Total: 85 Youth
Cherokee Bend School (Meredith Attar)	2.19.13	1 Teacher	85
List of Studio Classes for Mountain Brook Schools		Total: 0 Adults	Total: 0 Youth
	N/A	N/A	N/A

CONTRACT FOR SERVICES

This Contract for Services ("Contract") is entered into between the City of Mountain Brook, an Alabama municipal corporation ("City") and the Alabama Veterans Memorial Foundation ("Foundation").

WHEREAS, the City desires to promote learning opportunities and resources for its citizens; and

WHEREAS, the Foundation provides educational resources to the citizens of the City by operating and maintaining a park which honors Alabama veterans; and

WHEREAS, the City has determined that it is in the public interest to engage the Foundation in order to assist in the development and promotion of said educational resources.

NOW THEREFORE, in consideration of the premises and in consideration of the covenants and agreements contained herein, the City and the Foundation hereby agree as follows:

1. This contract shall be effective on the 1st day of October, 2013, and will continue in effect until September 30, 2014, unless terminated sooner by either party.
2. The City shall pay to the Foundation the sum of One Thousand Dollars (\$1,000.00) upon execution of this contract for services.
3. In consideration of the payment of the funds as provided herein, the Foundation shall provide at least the following services to the City ("Services"):
 - a. The Foundation will continue to operate and maintain the Alabama Veterans Memorial Park so that the park will remain a symbol of our servicemen's and servicewomen's dedication to their country.
 - b. The Foundation will provide educational resources to the citizens of the City through the Alabama Veterans Memorial Park that will not only teach the high cost of war, but celebrate peace and democracy.
4. The Foundation shall provide the personnel, supplies, equipment, and expertise necessary to fulfill its obligations under this Contract. The Foundation is an independent contractor and none of its agents or employees shall be deemed to be under the control of the City, nor shall any of the agents or employees of other persons, firms, or corporations conducting business for or on behalf of the Foundation be deemed to be agents or employees of the City.
5. The Foundation shall indemnify and hold harmless the City and its agents, employees, and elected officials, from and against any and all actions, causes of actions, claims, demands, damages, losses, and expenses of any kind, including but not limited to attorney's fees and court cost, which may be asserted against, or suffered by, the City or its agents and employees arising out of, or in connection with: (a) the performance or attempted performance, by the Foundation or its agents or employees of the Foundation's obligations under this Contract; and (b) any claim that the Contract Funds were improperly paid by the City to the Foundation.

6. The Foundation agrees to employ accounting procedures which are appropriate to the types of operations conducted by the Foundation and which are customary to similar operations. All financial records and other documents pertaining to this Contract shall be maintained by the Foundation for a period of three (3) years after the expiration or termination of this Contract. The City shall have full access to, and the right to examine any of such financial records and other documents at all reasonable times during the term of this Contract and during said three-year period. The Foundation agrees that upon request from the City, the Foundation will submit to, and cooperate with, periodic audits by the Alabama Department of Public Examiners or other audit procedures requested by the City.

7. If the Foundation fails to comply with the provisions of this Contract, such failure shall constitute a default under this Contract and, unless corrected by the Foundation within thirty (30) days following receipt of written notice from City of such default, shall be deemed a breach of this Contract and the City shall have the right to terminate this Contract by giving the Foundation twelve (12) days prior written notice of such termination. Such termination of this Contract by the City shall not relieve the Foundation of any of its obligations or liabilities to the City under the provisions of paragraph 4 of this Contract, whether such obligations or liabilities occur or accrue before or after the termination of this Contract.

IN WITNESS WHEREOF, the Alabama Veterans Memorial Foundation has caused this Contract to be executed by its duly authorized Executive Director on the _____ day of _____, 2013 and the City of Mountain Brook has caused this Contract to be executed by its duly authorized Mayor, on the 12 day of Nov., 2013.

ATTEST:

ALABAMA VETERANS
MEMORIAL FOUNDATION

By: _____
Its: Executive Director

CITY OF MOUNTAIN BROOK,

By: Lawrence T. Oden
Its: Mayor

ATTEST:
ALABAMA

Steven Poone
Steven Poone, City Clerk

Register Listing
9/1/13 through 9/30/13

Date	Num	Split Line	Transaction	Payment	R	Deposit	Balance
9/3/13	DEP		Donation			900.00	33,277.88
		StepStone Donations	Anne Aldridge/Alfred H. Steve...			100.00	
		StepStone Donations	Wendi Boyen/Richard E. Boyen...			100.00	
		StepStone Donations	Wendi Boyen/Paul D. Ward, Sr			100.00	
		StepStone Donations	Wendi Boyen/Michael P. Ward Jr			100.00	
		StepStone Donations	Wendi Boyen/Michael P. Ward			100.00	
		StepStone Donations	Wendi Boyen/Joseph P. Hullar			100.00	
		StepStone Donations	Steve Daughtry/Charles E. Dau...			100.00	
		StepStone Donations	Kerr Palcanis/Donald E. Everet...			100.00	
		StepStone Donations	Kerr Palcanis/James R. O'Brien			100.00	
9/12/13	DEP		Donation			300.00	33,577.88
		StepStone Donations	Roger Baldwin/Charles T. Barr			100.00	
		StepStone Donations	Roger Baldwin/ Donald R. Ripa			100.00	
		StepStone Donations	Roger Baldwin/Harry E. Barr			100.00	
9/24/13	DEP		Donation			100.00	33,677.88
			Gloria Watson/Mack B Puckett				
			StepStone Donations				
9/25/13	DEP		Donation			400.00	34,077.88
		StepStone Donations	Stella Gamble/Harvin B. Ingram			100.00	
		StepStone Donations	Stella Gamble/Robert R. Ingram			100.00	
		StepStone Donations	Stella Gamble/Clarence W. Ing...			100.00	
		StepStone Donations	Ronnie D. Madson/Sherry M. M...			100.00	
9/27/13	DEP		Donation			280.00	34,357.88
			Ridout's Valley Chapel for golf ...				
			Private Donations				
9/30/13	1321		Water Works	109.25			34,248.63
			Utilities				
9/30/13	1322		Alabama Power	62.78			34,185.85
			Utilities				
9/30/13	1323		Landscape Workshop	250.00			33,935.85
			Grounds Keeping Service				
			Maintenance				
9/30/13	1324		Angella Mance	500.00			33,435.85
			McFarland Consulting				
			Education Program				
9/30/13	1325		AT&T	24.53			33,411.32
			Utilities				

APPENDIX

Income Statement
9/1/13 through 9/30/13

Category	9/1/13 - 9/30/13
Income/Expenses	
Income	
Private Donations	280.00
StepStone Donations	1,700.00
Total Income	1,980.00
Expenses	
Education Program	500.00
Maintenance	250.00
Utilities	196.56
Total Expenses	946.56
Total Income/Expenses	1,033.44

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Monday, September 30, 2013
Alabama Veterans Memorial - AVMF checking

Page: 1

Income Statement
10/1/12 through 9/30/13

<u>Category</u>	<u>10/1/12- 9/30/13</u>
Income/Expenses	
Income	
City of Birmingham Donation	11,000.00
City of Mountain Brook Donation	1,000.00
Col Robert Howard, MOH Project	1,200.00
Insurance Premium Refund	278.36
Private Donations	2,945.80
StepStone Donations	10,374.00
Yes, We Remember Campaign	15,950.00
Total Income	42,748.16
Expenses	
Bank Charges	6.20
Education Program	500.00
Events Costs	285.34
Insurance	5,049.41
Maintenance	3,200.00
Marketing Costs	335.40
Office Lease	6,753.28
Registration	0.00
StepStone Costs	858.50
Taxes	5.00
Utilities	2,210.59
Total Expenses	19,203.72
Total Income/Expenses	23,544.44

APPENDIX 6

2013-171



TheEXCEPTIONAL Foundation

May 7, 2013

Mr. Sam Gaston
City of Mountain Brook
56 Church Street
P.O. Box 13009
Mountain Brook, AL 35213

Dear Mountain Brook City Council:

Thank you very much for your generous donation for the 2012-2013 school year. With your support, The Exceptional Foundation continues to provide mentally and/or physically challenged individuals a place to socialize, play games, participate in sports, and most importantly, a place where they "fit in."

The Exceptional Foundation is a non-profit organization that strives to meet the social and recreational needs of the mentally and/or physically challenged population of the greater Birmingham area. We offer a variety of programs that improve the quality of life for over 350 exceptional people and their families.

The Exceptional Foundation serves a growing number of residents of the City of Mountain Brook in its various year-round programs. During this past year individuals from the Mountain Brook School System participated in our volunteer program to receive community service hours.

Thank you for your continued support,

Tricia Kirk
Executive Director

1616 Osmond Road
Birmingham, Alabama 35209
Phone: (205) 870-0776
Fax: (205) 871-2555

APPENDIX 8

STATE OF ALABAMA
JEFFERSON COUNTY

WITNESS this contract entered into this 29th day of October 2013, by and between the City of Mountain Brook, Alabama, hereinafter referred to as "City", and the Exceptional Foundation, Federal ID # 63-1096853 hereinafter referred to as "Contractor":

WHEREAS, Contractor is a duly incorporated non-profit corporation, incorporated under the laws of the State of Alabama

WHEREAS, Contractor has agreed to accept a General Fund appropriation from City hereinafter designated and to thereafter perform in consideration thereof, the herein described public services and the provisions of this contract:

NOW, THEREFORE, in consideration of the above premises and consideration of mutual covenants and agreements contained herein, the parties hereto do hereby agree, covenant and contract as follows:

1. For the fiscal year ending September 30, 2014, City will pay to Contractor the following amount: \$8,000.00.

2. That upon receipt by Contractor of the contract funds contemplated herein, Contractor shall be responsible for providing the personnel, supplies, equipment and expertise necessary to comply with all provisions, stipulations, terms and conditions of this contract.

3. Contractor is an independent contractor and none of its agents, servants or employees shall be deemed to be under control of City nor in any way shall any of its agents, servants or employees of other persons, firms or corporations conducting business for Contractor be deemed to be employees or agents, servants or employees of City.

4. Contractor shall indemnify and save City safe and harmless from any claims made by any person, firm or corporation against City for injury to property or person arising directly or indirectly out of any activity or pursuit of Contractor, which said obligation of indemnity shall include the payment by Contractor to City of any and all attorneys' fees, costs of defense and judgments rendered, if any, in favor of such person, firm or corporation.

5. Contractor shall:

(a) Provide to the City and to the citizens of the City the following public services during the applicable fiscal year: (Here list and describe all public services to be performed by Contractor)

To provide social and recreational activities to individuals with special needs.

6. Contractor shall be responsible for providing its eligible employees medical, dental, life and disability insurance as Contractor shall deem advisable. No agents, servants or employees of Contractor shall be provided nor be eligible for medical, dental, life or disability insurance under any policy or policies offered or provided by or in the name of City or any of its agencies.

7. Contractor shall be responsible for all filing and accounting responsibilities for its corporation and its employees, including but not being limited to Social Security, all federal and state tax reporting, unemployment compensation and retirement benefits.

8. Contractor will keep complete records of all sums of money received from City and

complete records of all disbursements and purchases from such funds. Contractor will submit upon request, and in no event less than quarterly, itemized statements to the City listing all purchases and expenditures from the contract funds provided by City.

9. Audit of Funds: Contractor agrees to employ accounting procedures which are appropriate to the type of operation conducted and which are customary to similar operations. All records pertaining to this agreement shall be maintained by Contractor for a period of three (3) years after termination of this contract.

Contractor agrees that upon request from City, Contractor will submit to and cooperate with periodic audits by the City Auditors or other City requested audit procedures.

10. Contractor agrees that it will establish and maintain all accounting records, document all project costs and keep all invoices, checks and financial records separate, will make progress reports as required by the City or other applicable agency or governmental entity and otherwise do all things undertaken by City in connection with any such grant, payment or other contract by which such funds are supplied.

11. Contractor will retain all books, records and other documents relative to this agreement, or any part thereof, for a period of three (3) years after project termination or close out. City or any other parties entitled to such records provided in any separate grant document or contract executed by and between the City and any other supplier of funds which are ultimately paid to or for the use and benefit of Contractor, shall have full access to and right to examine any of said materials at all reasonable times during said period.

12. In the event that Contractor shall in any manner fail to comply with any provisions or requirement of any grant document or contract or provisions of this agreement, such failure will constitute a default and unless corrected by Contractor within thirty (30) days following receipt of written notice from City of such default, shall be deemed a breach of this agreement and City shall have a right to terminate this agreement by giving ten (10) days written notice of such termination.

ATTEST:

Salina Boone
Witness

CITY OF Mountain Brook

By: [Signature]
Mayor

ATTEST:

Laura Willoughby
Witness

Contractor (Exceptional Foundation)

By: [Signature]
As to Executive Director

The Exceptional Foundation
2012 Annual Summary Report



TheEXCEPTIONAL Foundation.

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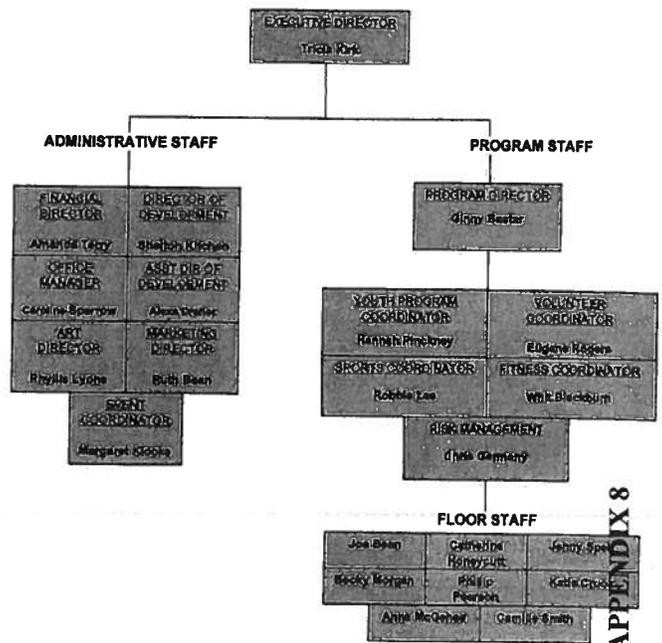
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APPENDIX 8

ORGANIZATION PROFILE

Mission and Vision

The mission of The Exceptional Foundation is to meet the social and recreational needs of the mentally and/or physically challenged population of the Greater Birmingham area.

The vision of The Exceptional Foundation is to create a model organization to provide social growth and recreational opportunities for exceptional individuals.

History

Programming for special needs individuals began in 1987 with activities being offered through Homewood Parks & Recreation. In 1993, The Exceptional Foundation was established and took over the programming previously offered by Homewood Parks & Recreation.

A building campaign began in the mid-1990s raising \$1.5 million to build a 12,000 square foot building adjacent to Homewood Park. The building was completed in 1999 and includes a full gymnasium. The Exceptional Foundation owns the building free and clear of any debt.

In 2006, the Board of Directors concluded more clients could be served with additional building space. Construction of an additional 12,000 square feet began in January 2006.

A second capital campaign for the construction began in early 2006 with pledges coming in over 5 years. The \$2,000,000 addition/renovation was completed in September 2006. Financing for the addition was paid in full to Regions Bank in 2008. All building fund pledges are maintained separately from operating and programming funds.

The expansion and renovation allowed an increase in programs offered and number of clients served.

Staff

The Exceptional Foundation employs a full-time, salaried staff of eighteen and a part-time, hourly staff of five. The Exceptional Foundation relies on volunteers year-round. Additional part-time staffing is added during the summer program due to increased enrollment of participants (see flow chart, page 4).

PART-TIME SUMMER STAFF

2008	2009	2010	2011	2012
8 Summer Staff	9 Summer Staff	7 Summer Staff	14 Summer Staff	13 Summer Staff

VOLUNTEERS

	2012 Volunteers	Monthly Average	2012 Hours	Monthly Average
Jan-May	225	45	1969	394
Jun-Jul	220	110	3165	1582
Aug-Dec	318	63	1853	371

PROGRAM AND PARTICIPANT PROFILE

Programs

The Exceptional Foundation provides year-round social and recreational programs for special needs individuals. During the school year, full-day, half-day and after-school programs are offered Monday through Thursday as well as evening and weekend activities. During the summer program, full-day and half-day programs are offered Monday through Friday. These programs include activities ranging from athletics such as bowling, softball, and basketball leagues, to social events such as art classes, dances, movie nights, karaoke, cooking and scouting.

Program Criteria

Participants in the program must have independent self-help skills (i.e., toileting, feeding without assistance). All participants must be able to follow simple commands and participate in activities with minimal assistance from staff. Individuals enrolled in the program must have established social maturity to the degree they are able to interact appropriately with other program participants. The physical, cognitive and medical needs of participants must be such that they do not require one-on-one assistance or exceed the established participant/staff ratio of 10:1. If a participant's needs change after enrollment and he or she no longer meets the program's criteria, The Exceptional Foundation will assist the family with potential alternatives.

Participants

The Exceptional Foundation serves individuals with special needs including Downs syndrome, autism, mentally delayed and other exceptionalities. The client population consists of individuals age 5 to 69, and approximately two-thirds of participants fall into the age range of 20 to 39 years (see chart, page 9). The mature age of the population is due mostly to the fact that school systems offer special education programs through age 21. Participants come from the Greater Birmingham metropolitan area. Transportation is provided by the public transit system, The Exceptional Foundation, Kid One transport and parents/guardians. A small percentage of participants live independently.

The Exceptional Foundation served approximately 293 participant families in 2012 through the summer and/or fall daily programs as well as extracurricular events, such as dances, sporting events and other activities outside the daily programs. Seventy-three percent of participants were identified as Caucasian/white; 25% African-American/black; and 2% other. Sixty percent of participants were male, and 40% were female. The Exceptional Foundation's mailing list reaches over 500 families that include an individual who either currently participates or has previously participated in our programs (see charts, page 8).

Demographics

Age*

Age	Summer 2008	Summer 2009	Jan-Dec 2010	Jan-Dec 2011	Jan-Dec 2012	% of 2012 Enrollment
5 - 12	10	13	12	25	25	9%
13 - 19	28	31	48	41	55	19%
20 - 25	33	32	37	65	66	23%
26 - 39	44	50	90	94	106	36%
40 - 65	25	22	43	36	40	13%

Race*

Race	Summer 2008	Summer 2009	Jan-Dec 2010	Jan-Dec 2011	Jan-Dec 2012	% of 2012 Enrollment
African-American	39	44	57	68	73	25%
Caucasian	98	102	171	185	213	73%
Other	3	2	8	8	7	2%

Gender*

Gender	Summer 2008	Summer 2009	Jan-Dec 2010	Jan-Dec 2011	Jan-Dec 2012	% of 2012 Enrollment
Male	77	75	142	154	176	60%
Female	63	73	94	107	117	40%

*Age, Race and Gender figures are based on the total number of participants served in 2012 through daily programs and extracurricular programs such as sports, dances, scouting, etc.

ENROLLMENT TRENDS

School Year Daily Program Enrollment

In 2012, 202 individuals were enrolled in daily and after-school programs, Monday through Thursday, during the school year with a daily average attendance of 101 individuals. This represents a 27% increase in enrollment and 14% increase in attendance from the 2011 school year.

School Year	2008	2009	2010	2011	2012	% Change 2011 to 2012
Number Enrolled	123	121	132	147	202	27%
Daily Attendance Average	78	75	80	87	101	14%

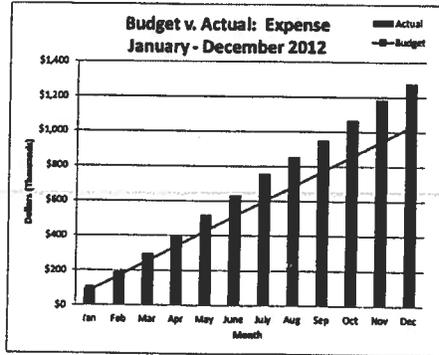
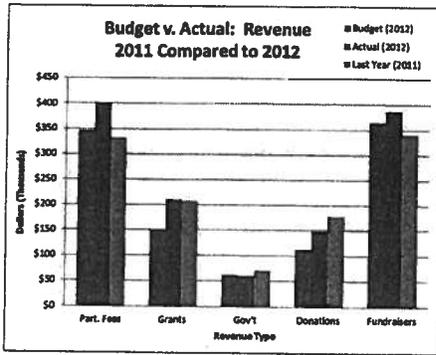
Summer Daily Program Enrollment

In 2012, 201 individuals were enrolled in the summer program, Monday through Friday, with a daily average attendance of 100 individuals. This represents a 8% increase in enrollment and no increase in attendance from the 2011 summer program.

Summer Program	2008	2009	2010	2011	2012	% Change 2011 to 2012
Number Enrolled	140	148	161	185	201	8%
Daily Attendance Average	78	81	92	100	100	0%

FINANCIAL DATA

	2008	2007	2006	2005	2010	2011	2012
Total Income	\$1,771,639	\$1,029,459	\$855,061	\$887,369	\$1,102,678	\$1,130,030	\$1,147,091
Total Expense	\$638,450	\$747,500	\$822,467	\$934,626	\$1,043,807	\$1,128,576	\$1,134,509
Net Income	\$1,133,189	\$281,959	\$32,594	\$32,873	\$58,071	\$454	\$12,582



2012 FEE SCHEDULE
Summer Program

Full-Day Program (8:00 - 6:00)		
Days per Week	Weekly	Per Hour Equivalent
5	\$125	\$2.50
4	\$100	\$2.50
3	\$75	\$2.50
2	\$50	\$2.50
1	\$25	\$2.50

Half-Day Program (8:00 - 1:00)		
Days per Week	Weekly	Per Hour Equivalent
5	\$75	\$3.00
4	\$60	\$3.00
3	\$45	\$3.00
2	\$30	\$3.00
1	\$15	\$3.00

Drop-in Fee: \$25 full-day or \$15 half-day
(for those already enrolled in the program)

Registration Fee: \$100 for summer-only participants

2012 FEE SCHEDULE
School Year

Full-Day Program (8:30 - 6:00)		
Days per Week	Monthly	Per Hour Equivalent
4	\$280	\$1.83
3	\$235	\$1.96
2	\$200	\$2.50
1	\$160	\$4.00

Half-Day Program (8:00 - 5:00)		
Days per Week	Monthly	Per Hour Equivalent
4	\$135	\$1.69
3	\$125	\$2.08
2	\$110	\$2.75
1	\$85	\$4.25

After-School Program (3:10 - 6:00)		
Days per Week	Monthly	Per Hour Equivalent
4	\$110	\$2.29
3	\$100	\$2.78
2	\$85	\$3.54
1	\$65	\$5.42

Drop-in Fee: \$40 full-day or \$26 half-day
(for those already enrolled in the program)

Annual Registration Fee: \$100 for year-round participants

2012 BOARD OF DIRECTORS

	RACE	GENDER	EMPLOYMENT
Trish Acton	W	F	Retired/Parent
Beth Amett (Treasurer)	W	F	Humphries & Amett
Brook Balogh	W	M	Regions Bank
Susan Barstein	W	F	Civic Leader
Tom Brinkley	W	M	Maynard Cooper & Gale
Rob Conrad	W	M	Clear Channel
Kim Dowdy	W	F	Associated Court Reporters
Lee Hurley (Vice President)	W	M	Editor
Greg James	W	M	St. Vincent's Health System
Charlie Jordan	W	M	Retired/Parent
Dianne Kendrick	W	F	Civic Leader
David Loper	W	M	Protective Life
Connie Pruet	W	F	UAB
Walter Scott	W	M	Galloway & Scott
Scott Selman	W	M	North Alabama UMC Conference
Jim Sisson (President)	W	M	Vantage Associates
Ashanti Stone	B	F	Energen Corporation
Amelia Spencer (Secretary)	W	F	Birmingham-Southern College
Ellen Walker	W	F	Blackjack Farms

AGREEMENT FOR SERVICES

THIS AGREEMENT made this 12th day of November, 2013 by and between the CITY OF MOUNTAIN BROOK, ALABAMA ("Mountain Brook"), a municipal corporation of the State of Alabama, and the BIRMINGHAM ZOO, INC. ("Zoo"), an Alabama non-profit corporation.

WHEREAS, the City desires to increase the learning opportunities for students who attend Mountain Brook City Schools; and

WHEREAS, the Zoo has developed certain programs, exhibits, and learning opportunities which, in the City's opinion, will be helpful and instructive to said students; and

WHEREAS, such programs, exhibits, and learning laboratories are not available at Mountain Brook City Schools; and

WHEREAS, the Zoo has agreed to work cooperatively with and assist the City with future public works projects; and

WHEREAS, the City has agreed to pay the Zoo the sum of Seventy-Five Thousand Dollars (\$75,000.00), in consideration of the Zoo providing the City the services referred to in this Agreement.

NOW, THEREFORE, consideration of the premises and in consideration of the covenants and agreements contained herein, the City and the Zoo hereby agree as follows:

1. The City shall pay to the Zoo Seventy-Five Thousand Dollars (\$75,000.00) In June of 2014.
2. In consideration of the payment of the funds as provided herein, the Zoo shall provide at least the following services to the City ("Services"):
 - a. The Zoo will provide guides and educational enrichment for all pre-scheduled field trips to the Zoo from Mountain Brook City Schools for one (1) year from the date of execution of this Agreement. In addition, all participants in pre-scheduled field trips from Mountain Brook City Schools to the Zoo will be eligible to participate in the Zoo's group discount admission program.
 - b. The Zoo will provide to Mountain Brook City Schools a series of educational programming and classes targeting elementary, middle, and high school students free of charge for one (1) year from the date of execution of this Agreement.
 - c. The Zoo will use its best efforts to work cooperatively with the City and provide assistance and support to the City with the City's future public works projects that are located near the Zoo.
3. The Zoo agrees to continue to allow Mountain Brook to store the soil, dirt, earth and other excavated material that was removed as a result of the City's Flood Control Project ("Materials") where the Materials are currently stored. Mountain Brook will remove the Materials on or before September 30, 2014. If Mountain Brook is unable to remove the Materials by said date, the parties agree to negotiate in good faith to extend the time period for storage of the Materials.

4. The Zoo shall provide the personnel, supplies, equipment, and expertise necessary to fulfill its obligations to Mountain Brook City Schools under the terms of this Agreement. The Zoo is an independent contractor and none of its agents or employees shall be deemed to be under the control of the City nor shall any of the agents or employees, or other persons, firms, or corporations conducting business for or on behalf of the Zoo be deemed to be agents or employees of the City.

5. The Zoo shall indemnify the City and its agents, employees, and elected officials and hold them harmless from and against all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including, but not limited to attorneys' fees and court costs, which may be asserted against, or suffered by the City or its agents and employees arising out of, or in connection with: (a) the performance or attempted performance by the Zoo or its agents or employees of the Zoo's obligations under this Agreement; and (b) any claim that the payments described herein were improperly paid by the City to the Zoo.

6. The Zoo agrees to employ accounting procedures which are appropriate to the types of operation conducted by the Zoo and which are customary to similar operations. All financial records and other documents pertaining to this Agreement shall be maintained by the Zoo for a period of three (3) years after the expiration or termination of this Agreement. The City shall have full access to, and the right to examine any of such financial records and other documents at all reasonable times during the term of this Agreement and during said three-year period. The Zoo agrees that upon request from the City, the Zoo will submit to and cooperate with periodic audits by the Alabama Department of Public Examiners or other audit procedures requested by the City.

7. If the Zoo fails to comply with the provisions of this Agreement, such failure shall constitute a default under this Agreement and, unless corrected by the Zoo within thirty (30) days following receipt of written notice for the City of such default, shall be deemed a breach of this Agreement and the City shall have a right to terminate this Agreement by giving The Zoo twelve (12) days prior written notice of such termination, and the City shall not be obligated to make any additional payments to the Zoo. Such termination of this Agreement by the City shall not relieve the Zoo of any of its obligations or liabilities to the City under the provisions of paragraph 4 of this Agreement, whether such obligations or liabilities occur or accrue before or after the termination of this Agreement.

In witness whereof, the Birmingham Zoo, Inc. has caused this Agreement to be executed by its duly authorized Chief Executive Officer and the City of Mountain Brook has caused this Agreement to be executed by its duly authorized Mayor, all as of the ___ day of November, 2013.

CITY OF MOUNTAIN BROOK

BIRMINGHAM ZOO, INC.



William R. Foster
Chief Executive Officer, Birmingham Zoo, Inc.

Lawrence T. Oden
Mayor, City of Mountain Brook

Attest: _____

Attest: _____

Name/Title: _____

Name/Title: _____

2013-172

JEFFERSON - BLOUNT - ST. CLAIR MENTAL HEALTH AUTHORITY

940 Montclair Road Suite 200 Birmingham, Alabama 35213 www.jbsmha.com
Telephone: (205) 595-4555 Voice Mail: (205) 380-6460 Fax: (205) 592-3539 TDD: 1-800-545-1833 ext. 516

Executive Committee of the Board

Marianne Sharbel
President

Cathy Irvin
First Vice-President

Margie Sanford
Second Vice-President

Lois Scott
Secretary

J. Marvin Thornton
Treasurer

Cindy Smith
Asst. Secretary / Treasurer

Scotty Colson
Member-At-Large

Ann Glass
Member-At-Large

Lamar Kelly
Member-At-Large

October 1, 2013

Mr. Steven Boone
City Clerk
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

Dear Mr. Boone:

This is to request the fiscal year 2013 – 2014 appropriation to the Jefferson – Blount – St. Clair Mental Health Authority. Please remit the funds at your earliest convenience.

Thank you for your support.

Sincerely,



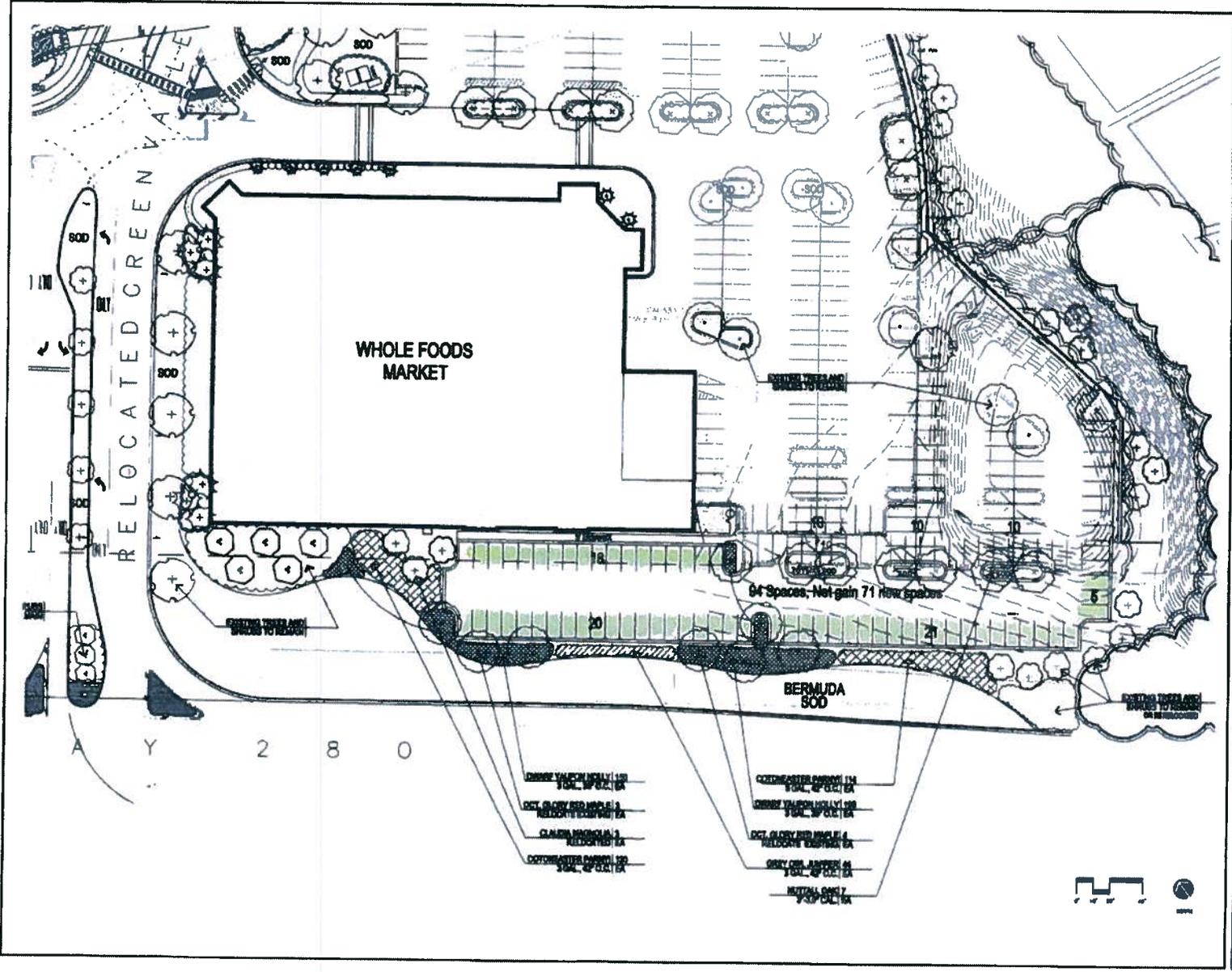
Yvonne Gallman
Senior Accountant

APPENDIX 10

Board of Directors composed of three appointees each from:
Bessemer - Birmingham - Blount County - Fairfield - Gardendale - Homewood - Hueytown
Jefferson County - Leeds - Mountain Brook - Oneonta - Pell City - St. Clair County - Tarrant - Vestavia Hills

2013-173

1898



Landscape Design for
CAHABA VILLAGE/WHOLE FOODS
 MOUNTAIN BROOK, AL
 Buyer: Proprietor

NO.	13-424
DATE	10/03/13
SCALE	AS SHOWN
DATE	
SCALE	
DATE	
SCALE	
DATE	
SCALE	

SHEET
1-2

Revised & Recommend for Approval by Planning Comm. 10/7/13

Sec. 28-223. - Procedure for revocation or suspension of license.

- (a) Any lawful license issued to any person to conduct any business shall be subject to revocation by the municipal governing body for the violation by the licensee, his agent, servant, or employee of any provision of this article or of any ordinance of the municipality, or any state statute relating to the business for which such license is issued; and shall also be subject to revocation by the municipal governing body if the licensee, his agent, servant, or employee under color of such license violates or aids or abets in violating or knowingly permits or suffers to be violated any penal ordinance of the municipality or any criminal law of the state; and shall also be subject to revocation by the municipal governing body if, in connection with the issuance or renewal of any license, the licensee or his agent filed or caused to be filed any application, affidavit, statement, certificate, book, or any other data containing any false, deceptive or other misleading information or omission of material fact.
- (b) The conditions hereinabove set forth as grounds for the revocation of a license shall also constitute grounds for refusing to renew a license.
- (c) The municipal governing body shall set a time for hearing on the matter of revoking or refusing to renew a license; and a notice of such hearing shall be given to the licensee, or the applicant for renewal, as the case may be, at least ten days before the day set for said hearing. At the hearing the municipal governing body shall hear all evidence offered by any party and all evidence that may be presented bearing upon the question of revocation or the refusal of renewal, as the case may be.

(Ord. No. 1738, § 19, 8-13-2007)

From: Matt Sulenski <msulenski@mtnbrook.org>
 Date: Fri, Oct 18, 2013 at 8:08 PM
 Subject: Meat truck
 To: Drew Evans <drwad@mtnbrook.org>

Sgt. Evans
 I just finished dealing with Steakhouse Supply. These are the meat sellers that Hodgens has been dealing with and the company who's employee was involved in the theft of property. Officer Hodgens informed me prior to my arriving at the call that the business license they have acquired states that they are only allowed to sell to customers that have called them and asked them to deliver meat. When I arrived I observed the two individuals from Steakhouse Supply talking to an older couple. When I approached them the manager Regina Powers told me that the older couple solicited them while they were making a delivery. I questioned the couple away from the meat people and the older couple told me that they were walking down the street when the male employee started trying to sell them meat. Ms. Powers told me that she was not aware that the older couple was solicited by her employee. I told them that it was time for them to go and that they needed to follow their business license parameters. After they left another resident came outside and asked if Steakhouse Supply was allowed to sell in Mountain Brook. I informed her of what the business license said and she told me that the male employee had knocked on her door and tried to sell her meat before I arrived. She told me that she did not call them or ask them to come to her house. Based on the information I have received I believe that we should revoke its business license and make sure they do not come back. It seems like it will only be a matter of time before we arrest them or they do something else.

Matt Sulenski

From: John Hodgens <jhodgens@mtnbrook.org>
 Date: Tue, Oct 22, 2013 at 9:52 PM
 Subject: Door-to-Door meat sales by Steakhouse Supply
 To: Jay Williams <jwilliams@mtnbrook.org>
 Cc: Al Eason <aeason@mtnbrook.org>, Drew Evans <drwad@mtnbrook.org>

Lt. Williams,

Here is the information you requested in regards to Steakhouse Supply. My first contact with the employees and the company was 10/5/2013. On that date I was dispatched to the Dunbar Drive area on a suspicious vehicle/pers call. I arrived in the area and made contact with Stephen Dashaz and Leland Frank. I asked them if they had a business license to solicit door-to-door and they said that they did not. I told them both that the would be arrested next time if they were conducting business without a license. It was later determined that one or both of them stole a package off of an citizens porch. They also hid some prescription medication in another citizens garage when they saw me. The next week Officer Nichols stopped the same vehicle for speeding through Mountain Brook and Stephen Dashaz admitted that they were selling again in Mountain Brook without a license. The time his manager was with him but I do not remember her name. After being stopped by Officer Nichols they went and got a business permit for delivery only. A few days later, Officer Sulenski was dispatched to the Crestline area on the same vehicle. They told him that they had a business license to sell in Mountain Brook and that they were called to come out. Officer Sulenski talked to the citizen at the address where they were parked and the citizen told him that he did not call them to deliver meat to his address. Officer Sulenski talked to 2 other citizens in the area that said they were also asked to buy meat. If there is anything else you need let me know.

Thanks,
 John Hodgens Mountain Brook Police Department

APPENDIX 12

From: Lance Ziaka <lziaka@mtnbrook.org>
 Date: Mon, Nov 4, 2013 at 2:15 PM
 Subject: Re: Steakhouse Supply Business License
 To: Jay Williams <jwilliams@mtnbrook.org>

Lt. Williams,

On October 15, 2013 at 2:24 pm I received a call to the area of 3633 Victoria Road on man going door to door selling steaks (case # 201300023888). I did not make contact and clear up. While I was driving the area I found the truck in a driveway of 2836 Brookwood Road at 2:43 pm. I got out on it (case #201300023888) and found one subject at the door of the residence and another sitting in the truck. The truck was an older Ford F-150 silver in color and it had a Louisiana temporary tag. The truck had a sign for the Steakhouse and an industrial cooler holding the steaks in the bed of the truck. When I made contact with the two white males, they were both aware that they where not allow to go door to door in the City of Mountain Brook. They gave an excuse of they thought they where in Birmingham. The two subjects came back negative. They were warned again and advised to get a map that showed the city limits. The two subjects then left the area and 3-11 was advised of the situation. I did not run the tag of truck and I do not have any information of the two males. I am not sure if dispatch would be able to pull their information.
 Officer Lance Ziaka

From: Matt Sulenski <msulenski@mtnbrook.org>
 Date: Fri, Oct 18, 2013 at 8:08 PM
 Subject: Meat truck
 To: Drew Evans <drwad@mtnbrook.org>

Sgt. Evans

I just finished dealing with Steakhouse Supply. These are the meat sellers that Hodgens has been dealing with and the company who's employee was involved in the theft of property. Officer Hodgens informed me prior to my arriving at the call that the business license they have acquired states that they are only allowed to sell to customers that have called them and asked them to deliver meat. When I arrived I observed the two individuals from Steakhouse Supply talking to an older couple. When I approached them the manager Regina Powers told me that the older couple solicited them while they were making a delivery. I questioned the couple away from the meat people and the older couple told me that they were walking down the street when the male employee started trying to sell them meat. Ms. Powers told me that she was not aware that the older couple was solicited by her employee. I told them that it was time for them to go and that they needed to follow their business license parameters. After they left another resident came outside and asked if Steakhouse Supply was allowed to sell in Mountain Brook. I informed her of what the business license said and she told me that the male employee had knocked on her door and tried to sell her meat before I arrived. She told me that she did not call them or ask them to come to her house. Based on the information I have received I believe that we should revoke the business license and make sure they do not come back. It seems like it will only be a matter of time before we arrest them or they do something else.

Matt Sulenski



CITY OF MOUNTAIN BROOK

P. O. Box 130009
 Mountain Brook, Alabama 35213-0009
 Telephone: 205.802.7400
 www.mtnbrook.org

November 5, 2013

Ms. Regina Powers
 Steakhouse Supply
 2007 Old Montgomery Hwy
 Birmingham, AL 35244

RE: Mountain Brook Business License Revocation

Dear Ms. Regina Powers,

You are hereby notified that on November 12, 2013 at 7:00 p.m., the City Council will conduct a hearing to consider revoking business license number 201303909 issued to Regina Powers (dba/Steakhouse Supply) for the willful violation and disregard of the City's business license ordinances 1738, 1781, 1809, and 1810 and failure to meet the expressed conditions upon which said license was issued.

You were issued a business license for a frozen food delivery business and were told at the time of issuance that you could not solicit business without a separate door-to-door solicitor's license. Our police department has received multiple complaints from residents that you or representatives of your company have been going door-to-door soliciting business after being informed that those actions were not allowed under the license that you were issued.

Section 23-223 of the Mountain Brook City Code provides that failure to comply with the provisions of these or other applicable municipal ordinances, State laws, or promulgated rules and regulations of the City shall be considered sufficient cause for the City to refuse or withhold the granting of any license or to revoke the same.

If you wish to present information to the City Council for its consideration at the November 12, 2013 license revocation hearing, please do so on or before noon Friday, November 8, 2013. The hearing will be held on November 12, 2013 at 7 p.m. in the Council Chamber of Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213. If you have any questions regarding this matter please contact Jack Bankston at 802-3808.

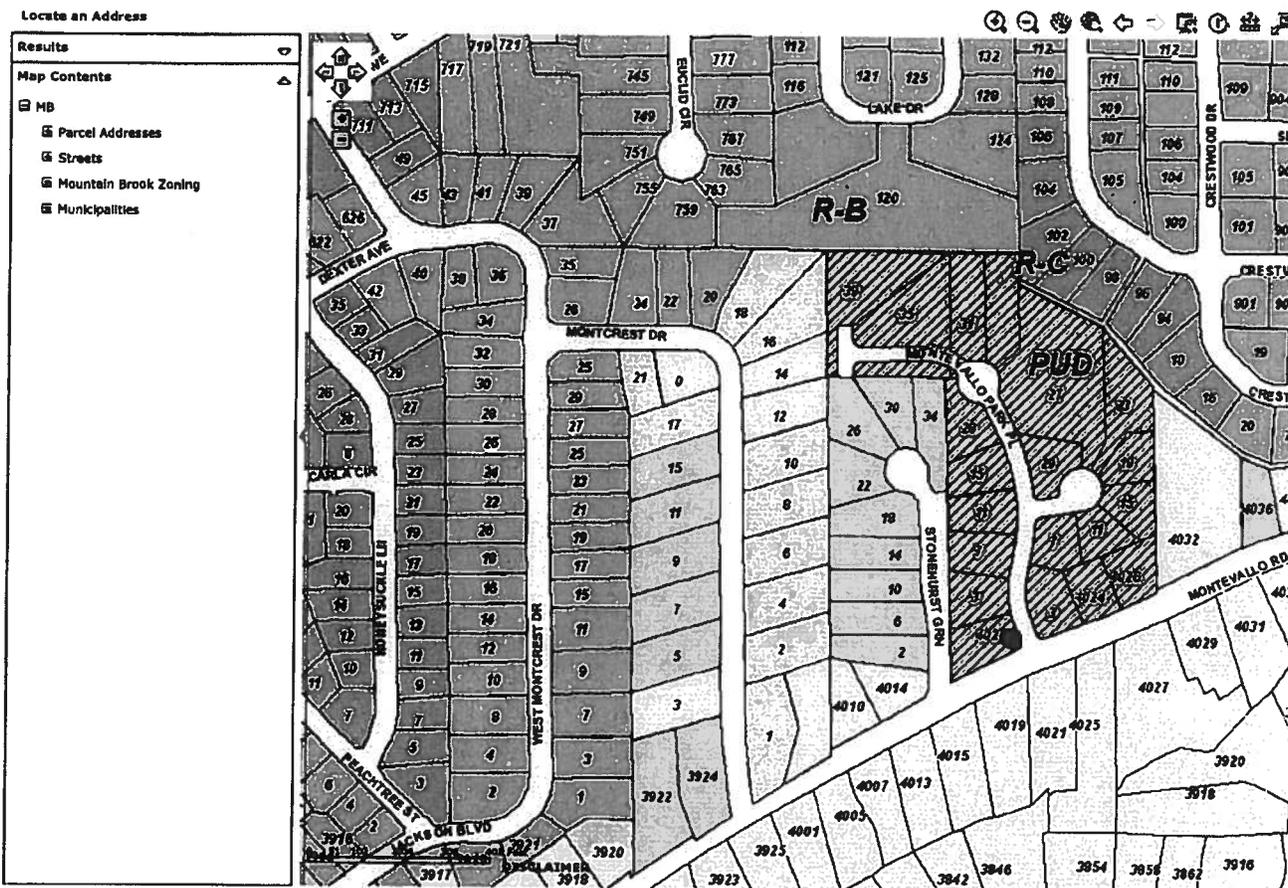
Sincerely,

Jack L. Bankston
 Revenue Examiner

2013-165

Mountain Brook, Alabama Zoning

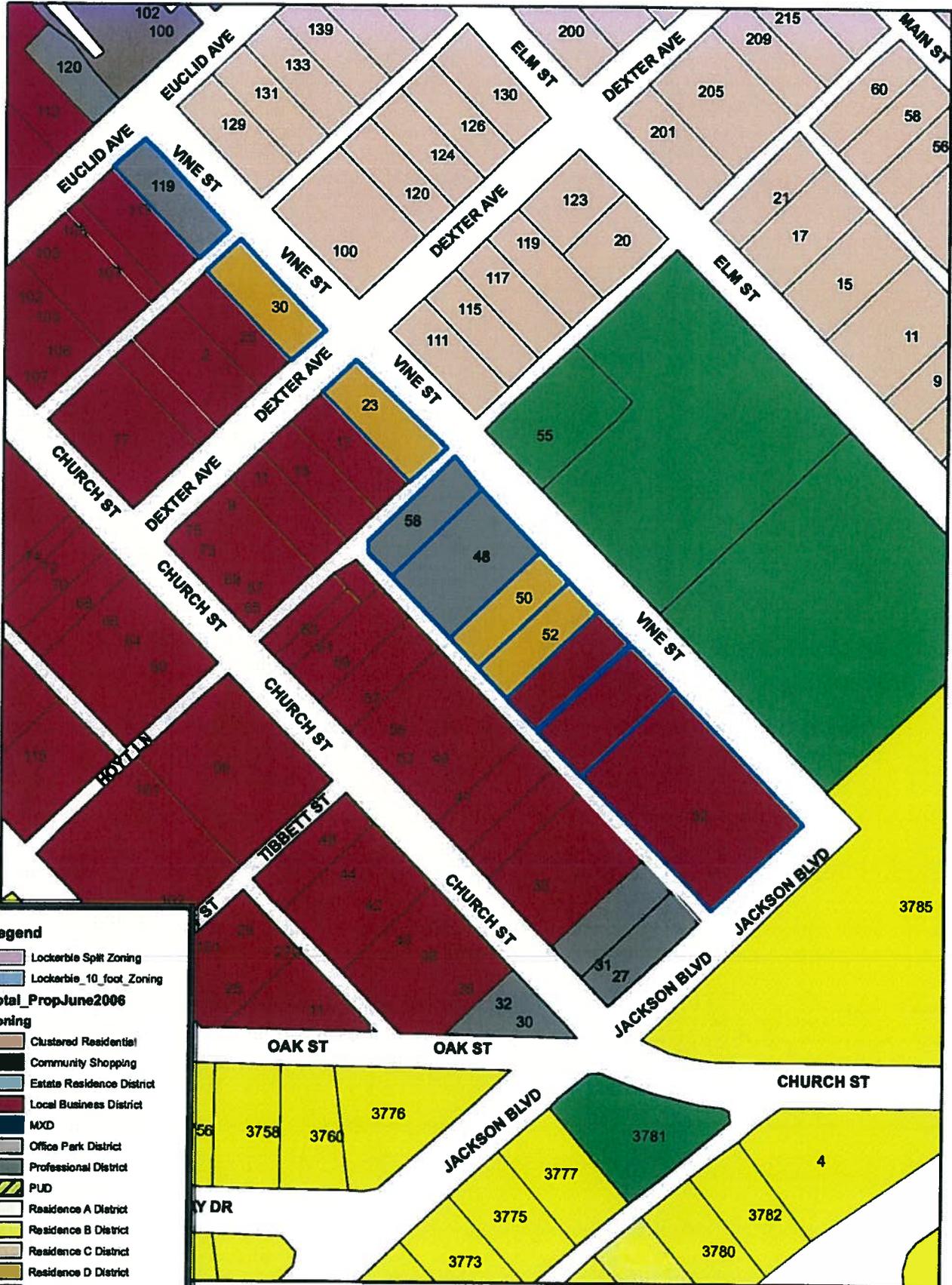
Official Site of Mountain Brook Mountain Brook Municipal Code Help



APPENDIX 13

1897

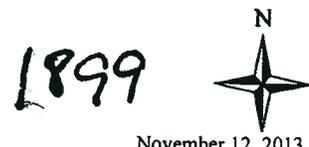
Properties Eligible for Rezoning to VST District



APPENDIX 14

Legend

- Lockerbie Split Zoning
- Lockerbie 10 foot Zoning
- Total Prop June 2006**
- Zoning**
- Clustered Residential
- Community Shopping
- Estates Residence District
- Local Business District
- MXD
- Office Park District
- Professional District
- PUD
- Residence A District
- Residence B District
- Residence C District
- Residence D District
- Residence E District
- Residence F District
- Recreation District
- RID
- Reo-2



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